

## MONTEREY COUNTY PLANNING COMMISSION

<b>Meeting:</b> January 14, 2015	<b>Agenda Item No.:</b> 3
<b>Project Description:</b> CONTINUED FROM NOVEMBER 12, 2014. Combined Development Permit consisting of: 1) Coastal Development Permit (Lot Line Adjustment) to adjust three lots with areas of 8.5 acres, 9 acres and 21 acres such that the resulting parcels are 17.5 acres, 20 acres and a 1 acre parcel with an existing office building/employee residence; and 2) Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat.	
<b>Project Location:</b> 1153 The Dunes, Pebble Beach	<b>APNs:</b> 007-381-009-000, 007-391-021-000 & 008-021-010-000 & 008-021-008-000
<b>Planning File Number:</b> PLN140148	<b>Owner/ Applicant:</b> Del Monte Forest Conservancy, Inc. & Pebble Beach Company
<b>Planning Area:</b> Del Monte Forest Land Use Plan	<b>Flagged and staked:</b> No
<b>Zoning Designation:</b> "RC-D(CZ)" [Resource Conservation with Design Control Overlay (Coastal Zone)]	
<b>CEQA Action:</b> Exempt per Section 15270 of the CEQA Guidelines	
<b>Department:</b> RMA-Planning	

### RECOMMENDATION:

Staff recommends that the Planning Commission adopt a resolution (**Exhibit C**) to:

- 1) Find the project Statutorily Exempt per Section 15270 of the CEQA Guidelines; and
- 2) Deny the Combined Development Permit consisting of: 1) Coastal Development Permit (Lot Line Adjustment) to adjust three lots with areas of 8.5 acres, 9 acres and 21 acres such that the resulting parcels are 17.5 acres, 20 acres and a 1 acre parcel with an existing office building/employee residence; and 2) Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat, based on the findings and evidence.

### PROJECT OVERVIEW:

The Del Monte Forest Conservancy owns the "Gingerbread House" located in the Del Monte Forest. The structure was originally given to the Del Monte Forest Foundation (DMFF), which was the predecessor to the Del Monte Forest Conservancy (DMFC), to be used as an office. The structure has not, and is not, being used as an office and the DMFC would like to sell the property in order to generate revenue for the Conservancy.

**OTHER AGENCY INVOLVEMENT:** The following agencies and departments reviewed this project:

- √ California Coastal Commission (CCC)  
RMA - Public Works

Agencies that submitted comments are noted with a check mark ("√").

The project was not referred to the Del Monte Forest Land Use Advisory Committee (LUAC) as it does not meet any of the criteria established in Board Resolution 08-338 for cause for referral to a LUAC.

The decision on this project is appealable to the Board of Supervisors and Coastal Commission.



Steve Mason, Associate Planner  
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December 18, 2014

cc: Front Counter Copy; Planning Commission; California Coastal Commission; John Ford, RMA Services Manager; Steve Mason, Project Planner; Mary Grace Perry, County Counsel; Del Monte Forest Conservancy, Inc., Owner; Pebble Beach Company, Owner; The Open Monterey Project (Molly Erickson); LandWatch (Amy White); Planning File PLN140148

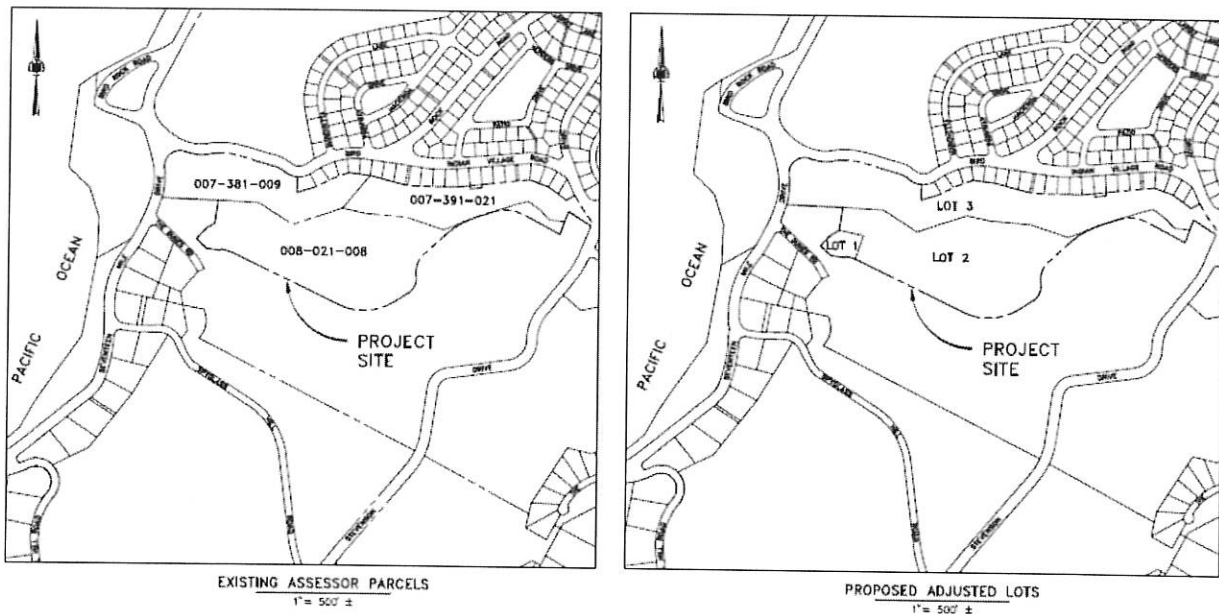
Attachments: Exhibit A Project Discussion  
Exhibit B Draft Resolution, including:  
• Lot Line Adjustment Map  
Exhibit C Vicinity Map  
Exhibit D Deeds & Easements  
Exhibit E Project Correspondence  
Exhibit F Technical Reports  
Exhibit G Coastal Zoning (Title 20) "RC" Regulations

This report was reviewed by John Ford, Planning Services Manager.

## EXHIBIT A DISCUSSION

### Project Description, Background and Issues

The architecturally unique, 1,347 square-foot, “Gingerbread House” was constructed in 1944 as a garage and guesthouse for a planned single family dwelling which was never constructed. The foundation for the single family dwelling remains adjacent to the “Gingerbread House” as a bare concrete slab. The current owners of the subject property, the Del Monte Forest Conservancy (DMFC), have requested a lot line adjustment that would section the “Gingerbread House” away from its current 21.04 parcel (APN 008-021-008, see map below), resulting in a 1.04 acre residential parcel, with the intent to lease or sell the property to a third party. To accommodate the separation of a “Gingerbread House” parcel from its current 21.04 acre parcel (which also contains the “Indian Village” day-use area), without the requirement for a Minor Subdivision, the DMFC has partnered with the Pebble Beach Company (PBC) to adjust the lot lines of three parcels resulting in parcels of 20, 17.5 and 1.04 acres in area.



This is an application for a lot line adjustment (LLA), the review of which is normally limited to whether the LLA results in lots and a development pattern that complies with the Zoning Ordinance, General Plan, and Coastal Plan requirements. Under the Local Coastal Plan (LCP), a lot line adjustment requires a Coastal Development Permit because of the potential for an adjustment to property boundaries to conflict with plans and policies of the LCP. In order to approve a Coastal Development Permit for a lot line adjustment, the Planning Commission needs to find that the request is in conformance with the LCP, including the Del Monte Forest Land Use Plan, Implementation Plan and Zoning Ordinance.

Staff is recommending denial of the project due to incompatibilities with the following:

1. The 1989 Conservation Easement granted to the California Coastal Commission as part of the permitting for the Spanish Bay Country Club (Preserves natural habitat)
2. The 1993 Partnership Grant Deed: Pebble Beach Company to Del Monte Forest Conservancy (Limits use of building to office)
3. The Del Monte Forest Land Use Plan (ESHA impacts)

4. Monterey County Coastal Implementation Plan Part 5
5. Monterey County Zoning Ordinance (Title 20)

The requested lot line adjustment is on a piece of property with a long history and is inconsistent with the LCP and entitlements which have been granted to implement the LCP. The inconsistencies are as follows:

*1. 1989 Conservation Easement granted to the California Coastal Commission*

As a compensatory measure following non-permitted grading by the Pebble Beach Company at the nearby Spanish Bay construction site in the late-1980's (described in Monterey County Action No. 89303), a Conservation Easement was dedicated over the subject property (**EXHIBIT D.1**) on April 3, 1989. Based upon the rationale for the Easement (mitigation for violations) and the location of the sensitive habitat, it is clear that the purpose of this Easement is to protect these sensitive habitats in an undeveloped natural state. This Easement implemented conditions of project approval related to Spanish Bay. The purpose of the Easement needs to be considered. The Easement was executed expressly between the Pebble Beach Company, and, by their subsequent acquisition of the property, the DMFC ("Grantor and its successors," as described in the Easement language), and the Coastal Commission ("Grantee"). The California Coastal Commission is the holder of this Easement. The role of the County with respect to the Easement is outlined in Section VII ("Role of the County") of the document:

*"... the County shall have the right to enforce the terms of the Offer in the same manner as Grantee (as specified in paragraph VI) if enforcement by the County is necessary to insure that the terms of this offer are carried out..."*

The "Purpose and Intent" of the Easement offer is described as follows:

*"The primary purpose of this offer is the permanent preservation of natural plant and wildlife habitat within the Preservation Property... the Preservation Property shall remain predominately as undeveloped forest and dune open space in substantially its natural state..."*

The proposed 1.04 acre "Gingerbread House" parcel would be located entirely within the Conservation Easement boundaries. This would place a residential lot completely within Environmentally Sensitive Habitat (ESHA), which is covered over by a Conservation Easement intended to preclude development.

A list of nine "Restrictions on Development and Use" are detailed in Section II of the 1989 Conservation Easement (**EXHIBIT D.1**, pg. 3). These restrictions limit use to preservation, habitat protection, maintenance and repairs of structures and similar "incidental use of the Preservation Property for natural habitat protection." Residential uses are not included within the list.

The Conservation Easement does point out that the "Gingerbread House" structure itself, and adjoining cement foundation are "not a part" of the Easement, but the Easement goes on to describe the house and foundation as being held to "Basic Maintenance Standards" which include the removal of invasive non-native weeds and similar maintenance procedures. The Basic Maintenance Standard was included to allow the maintenance of the Gingerbread House while it was being used as an office for the DMFC. The applicant has stated that the "Gingerbread House" has been periodically utilized for residential purposes by persons other

than Del Monte Forest Conservancy staff in the period subsequent to the implementation of the Conservation Easement. Any such occupancy would have been in conflict with the restrictions of the Easement, and would therefore not “grandfather” continued or future occupancy of a similar nature.

The California Coastal Commission, has reviewed the project proposal and determined:

*“The easement is clear that the use of the structure is to be for support of the maintenance and educational programs of the DMFF (Note: Then the Del Monte Forest Foundation) and not for private residential use (p. 10 of Exh. C: “ In the event the building structures and associated building facilitates (sic) are utilized by DMFF, the use of the structures shall be limited to the support of the maintenance and educational programs of the DMFF, including housing for DMFF staff and related DMFF administrative functions...” It’s clear to us that the easement would prohibit any portion of the area being part of a residential lot, which would introduce a number of conflicts with the intent of the easement – the 1-acre lot basically becomes a residential backyard, which was never envisioned or intended by the easement.” - Katie Butler, California Coastal Commission, April 2, 2014*

The Coastal Commission has also expanded upon their above-listed opinion of the proposal with a November 6, 2014, letter which is attached in **EXHIBIT E**.

Staff has advised the DMFC of the need to discuss amending the Conservation Easement with the Coastal Commission if the proposed lot line adjustment is going to be favorably considered. The allowance for this option is referred to specifically in the wording of the Easement (“Section IX - Amendment”):

*“...the conservation easement may be amended by the written agreement of Grantor, Grantee and the Executive Director of the Commission.”*

Staff has also suggested to the DMFC options other than a lot line adjustment in order to achieve their goal of revenue generation, including a condominium-type arrangement restricting a lease area to the footprint of a structure only (commonly referred to as a Residential Common Interest Development) or a Lease Line Agreement which would similarly restrict residential usage to the building footprint with consideration that these options might be agreeable to the CCC. The applicant has rejected these options.

## *2. 1993 Partnership Grant Deed: Pebble Beach Company to Del Monte Forest Conservancy*

The property was transferred to the Del Monte Forest Conservancy by the Pebble Beach Company through a Partnership Grant Deed on February 4, 1993 (**EXHIBIT D.2**) with the clear intent that only the DMFC act as protectors and stewards of the entirety of the property. Among the Covenants, Conditions and Restrictions outlined in the Partnership Grant Deed are: “*The Property shall be managed and maintained in accordance with the standards of the (aforementioned) Forest Maintenance Standard... dated recorded on April 3, 1989...*” The 1993 Partnership Grant Deed also indicates:

*“II.B.1 – The Property shall not be used or improved for any purpose except for such uses and improvements as are consistent with the purposes, functions and objectives of Grantee, as a nonprofit conservation organization... The intent of this limitation is*

for the Property to be held, used, and improved by Grantee for Conservation purposes, including the use of the Property by the Grantee for its offices...”

The intent of the original offer was to allow the DMFF to use the Gingerbread House as their office space while carrying out their mission to maintain and conserve the natural resources in the Del Monte Forest. The DMFF never occupied the Gingerbread House as an office but instead located within the Public Service Facilities building on Lopez Road. It is important to note that prior to this structure being used for residential purposes this use restriction would need to be modified.

### 3. *Del Monte Forest Land Use Plan*

Environmentally Sensitive Habitat (ESHA) within coastal areas is widely considered as a precious non-renewable resource, and is accordingly afforded extensive protections within the Del Monte Forest Land Use Plan. This would not be a site eligible for development if it were currently vacant. There are policy issues and the presence of Listed Species which would preclude development.

The proposed 1.04 acre residential “Gingerbread House” parcel is uniquely located at the junction of three distinct and separate Environmentally Sensitive Habitats (ESHA’s): Remnant Sand Dune Habitat, Monterey Pine Forest and Vernal Marsh. The area is described in an April 3, 2012 Biological Survey (**EXHIBIT F**): “The 1.02 acre lot is roughly square-trapezoidal in shape and is divided into two primary zones. The western half is predominately westerly sloping sand dunes stabilized by shrubs and herbaceous plants and the eastern half of this property is predominately rather level Monterey pine forest with some sand dunes stabilized by Monterey pine forest. A shallow drainage, containing flowing water, and some swales containing wet soil were observed in the Monterey pine forest area at the time of this survey. This (proposed) lot is approximately 1000 feet from the ocean shore.” Both sand dune habitat and Monterey pine forest are regarded as Environmentally Sensitive Habitat (ESHA) according to the Del Monte Forest Land Use Plan (adopted May 22, 2012), as well as the standard criteria of the California Coastal Commission (CCC) and the California Department of Fish and Wildlife Service (CDFW). Additionally, the 2012 Survey identified two “sensitive” plant species within the proposed 1-acre homesite:

1. Monterey Spineflower (*Chorizanthe pungens* var. *pungens*), which is federally listed as threatened. It is also on California Native Plant Society’s list 1B, which includes plants rare, threatened and endangered in California and elsewhere, where it is classified as 1B.2 which includes plants that are fairly endangered. This plant was observed on the dunes and around the dunes side of the “Gingerbread House” including the driveway area.
2. Menzies' wallflower (*Erysimum menziesii* ssp. *menziesii*), which is federally listed endangered and state listed endangered. It is also on California Native Plant Society’s list 1B as 1B.1 which includes plants that are seriously endangered. This plant was observed on the dunes in pure sand west of the concrete structures associated with the “Gingerbread House”.

The Biological Report also identified the following “Impacts,” in regards to improvements which were proposed to the “Gingerbread House” as a part of another project:

1. The dunes side of the “Gingerbread House”, which will be refurbished and remodeled, is adjacent to a population of Monterey spineflower. Individuals were observed growing on the driveway and to the west of it on my surveys and especially on my June 18, 2006 survey which had the best timing for this annual plant.

2. The proposed development will be closer than 100 feet to two of the most sensitive habitats on the property. Proposed development is within the area of remnant coastal dunes that are stabilized by native vegetation and within approximately 60 feet of vernal marsh vegetation. *(Staff Note: Vernal marsh areas are also widely regarded as ESHA and can receive protection under Section 404 of the Federal Clean Water Act.)*

3. The proposed development is within an area of suitable habitat for the black legless lizard and the silvery legless lizard. The black legless lizard is endemic to the Monterey Peninsula.

Pursuant to the above-listed findings from the Biological survey, staff considers the project proposal to be inconsistent with the Del Monte Forest Land Use Plan “ESHA Policies” # 8, #11, and # 18:

*Policy #8. Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values. Within environmentally sensitive habitat areas, new land uses shall be limited to those that are dependent on the resources therein. Land uses and development adjacent to environmentally sensitive habitat areas shall be compatible with long-term maintenance of the habitat area, and such land use and development shall be sited and designed to prevent impacts that would significantly degrade the habitat areas.*

*Policy #11. Contiguous areas of land in open space uses shall be maintained wherever possible to protect environmentally sensitive habitat areas and associated wildlife values. To this end, development of parcels immediately adjacent to environmentally sensitive habitat areas shall be planned to keep development intensity immediately adjacent to the sensitive habitats as low as possible, consistent with other planning criteria (e.g., drainage design, roadway design, and public safety).*

*Policy #18. Uses of remnant native sand dune habitat shall be limited to low-intensity scientific, educational, and/or recreational activities dependent on the resource. Particular attention shall be given to protection of rare and endangered plants from trampling. Such uses must be consistent with restoration and enhancement of the habitat.*

#### 4. Monterey County Coastal Implementation Plan Part 5

Additional inconsistencies, appropriately nearly-identical to those found in the Land Use Plan, are found within the Monterey County Coastal Implementation Plan Part 5 – Regulation for Development in the Del Monte Forest Land Use Plan Area (Chapter 20.147):

### **20.147.040 ENVIRONMENTALLY SENSITIVE HABITAT AREAS**

#### C. Development Standards

1. Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values. Within environmentally sensitive habitat areas, land uses shall be limited to those that are dependent on the resources therein.

2. Land uses and development adjacent to environmentally sensitive habitat areas shall be compatible with long-term maintenance of the habitat area, and such land use and development shall be sited and designed to prevent impacts that would significantly degrade habitat areas. All land use and development shall be set back a minimum of 100 feet from environmentally sensitive habitat areas. Within this setback area, only uses and development that are consistent with the above long-term habitat area maintenance and impact prevention criteria are allowed (e.g., habitat maintenance activities, limited passive recreational access, etc.).

#### D. Additional Development Standards By Habitat Type

##### 1. Dune Habitat

(b) Uses of remnant native sand dune habitat shall be limited to low-intensity scientific, educational, and/or recreational activities dependent on the resource. Particular attention shall be given to protection of sensitive plant species from trampling. Such uses must be consistent with restoration and enhancement of the habitat.

##### 5. *Monterey County Zoning Ordinance (Title 20)*

The consistency of the project proposal with the regulations found within the Monterey County Coastal Zoning (Title 20) "Resource Conservation" (RC) (**EXHIBIT G**) could also be drawn seriously into question given the highly restrictive nature of the zoning regulations. Even if the "Gingerbread House" were to be utilized strictly as a DMFC office/residence, as allowed by the Conservation Easement, it should be noted that "Resource dependent educational and scientific research facilities uses" are allowed, however, residential uses are not allowed.

Resource Conservation "RC" Zoning regulations (20.36.060.B.1.a) also require a 30' front setback for a "main structure." The proposed lot line adjustment would situate the "Gingerbread House" at a less than 5' front setback. This is, however, roughly the same front setback as currently exists, in a "legal non-conforming" manner, and is largely necessitated by the close proximity of the structure to the roadway/access easement. In any event, staff considers this a relatively minor point in comparison to the other "Project Issues."

#### Environmental Review

Projects which are denied are statutorily exempt per Section 15270 of the CEQA Guidelines. In order for this project to be considered favorably an Initial Study would need to be prepared to identify potential environmental impacts.

#### Conclusion/Recommendation

The proposal to create a 1.04 residential parcel comprised of the "Gingerbread House" and the ESHA-intensive surroundings is clearly incompatible with the County policies cited above and would serve to further the disturbance of the sensitive habitats. A partial list of typical residential uses (which would fall under the purview of a new private resident and/or tenant) could include fencing, heavy pedestrian traffic, disturbance and predation by household pets and introduction of non-native plants. The regulatory environment affecting this parcel including the Easement, LCP Policies, and the Del Monte Forest Implementation Plan each, individually, would preclude creation of a residential lot at this location. Even if the Planning commission were to find that the LCP Policies could allow the creation of a lot at this location, there is a Conservation Easement owned by the Coastal Commission, whose staff has provided written comment that the proposal is inconsistent with the Easement.



The staff recommendation of denial is based upon a comprehensive review of the regulatory environment, with specific emphasis on the above-listed inherent incompatibilities with the rules, regulations and requirements found within:

1. The Del Monte Forest Land Use Plan
2. Monterey County Coastal Implementation Plan Part 5
3. Monterey County Zoning Ordinance (Title 20)
4. The 1989 Conservation Easement granted to the California Coastal Commission
5. The 1993 Partnership Grant Deed: Pebble Beach Company to Del Monte Forest Conservancy

Note: All of the RMA-Planning and County Counsel review fees for this project application have been waived pursuant to County policies allowing fee waivers for non-profit organizations.

**EXHIBIT B  
DRAFT RESOLUTION**

**Before the Planning Commission in and for the  
County of Monterey, State of California**

In the matter of the application of:

Del Monte Forest Conservancy, Inc. & Pebble Beach Company (PLN140148)

**RESOLUTION NO. ----**

Resolution by the Monterey County Hearing Body:

- 1) Finding the project Statutorily Exempt per Section 15270 of the CEQA Guidelines ; and
- 2) Denying a Combined Development Permit consisting of: 1) Coastal Development Permit (Lot Line Adjustment) to adjust three lots with areas of 8.5 acres, 9 acres and 21 acres such that the resulting parcels are 17.5 acres, 20 acres and a 1 acre parcel with an existing office building/employee residence; and 2) Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat.

[PLN140148, Del Monte Forest Conservancy, Inc. & Pebble Beach Company, 1153 The Dunes, Pebble Beach, Del Monte Forest Land Use Plan (APN: 007-381-009-000, 007-391-021-000 & 008-021-008-000)]

**The Del Monte Forest Conservancy, Inc. & Pebble Beach Company application (PLN140148) had a public hearing before the Monterey County Planning Commission on January 14, 2015. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:**

**FINDINGS**

1.       **FINDING:**       **PROJECT DESCRIPTION** – The proposed project is Combined Development Permit consisting of: 1) Coastal Development Permit (Lot Line Adjustment) to adjust three lots with areas of 8.5 acres, 9 acres and 21 acres such that the resulting parcels are 17.5 acres, 20 acres and a 1 acre parcel with an existing office building/employee residence; and 2) Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat.  
  
          **EVIDENCE:**       The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development are found in Project File PLN140148.
  
2.       **FINDING:**       **INCONSISTENCY** – The Project, as conditioned, is inconsistent with the applicable plans and policies of the Del Monte Forest Land Use

- Plan.
- EVIDENCE:** a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:
- The 1982 Monterey County General Plan;
  - Del Monte Forest Land Use Plan;
  - Monterey County Coastal Implementation Plan Part 5;
  - Monterey County Zoning Ordinance (Title 20);

Conflicts were found to exist with the Del Monte Forest Land Use Plan, the Monterey County Coastal Implementation Plan Part 5 and the Monterey County Zoning Ordinance (Title 20).

- b) The property is located at 1153 The Dunes, Pebble Beach (Assessor's Parcel Number APNs 007-381-009-000, 007-391-021-000 & 008-021-008-000), Del Monte Forest Land Use Plan. The parcel is zoned "RC-D(CZ)" [Resource Conservation with Design Control Overlay (Coastal Zone)], which does not allow for residential uses. Accordingly, the intent to create a residential parcel is inconsistent with the zoning of the property.
- c) The project planner conducted a site inspection on May 1, 2014, to verify that the project on the subject parcel conforms to the plans listed above.
- d) The project, which proposes development within and adjacent to environmentally sensitive habitats and remnant sand dune habitat, is inconsistent with Del Monte Forest Land Use Plan "ESHA Policies" # 8, #11 and #18:

Policy #8. Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values. Within environmentally sensitive habitat areas, new land uses shall be limited to those that are dependent on the resources therein. Land uses and development adjacent to environmentally sensitive habitat areas shall be compatible with long-term maintenance of the habitat area, and such land use and development shall be sited and designed to prevent impacts that would significantly degrade the habitat areas.

Policy #11. Contiguous areas of land in open space uses shall be maintained wherever possible to protect environmentally sensitive habitat areas and associated wildlife values. To this end, development of parcels immediately adjacent to environmentally sensitive habitat areas shall be planned to keep development intensity immediately adjacent to the sensitive habitats as low as possible, consistent with other planning criteria (e.g., drainage design, roadway design, and public safety).

Policy #18. Uses of remnant native sand dune habitat shall be limited to low-intensity scientific, educational, and/or recreational activities dependent on the resource. Particular attention shall be given to protection of rare and endangered plants from trampling. Such uses must be consistent with

restoration and enhancement of the habitat.

- e) The project, which proposes development within and adjacent to environmentally sensitive habitats and remnant sand dune habitat, is inconsistent with the below-listed policies of the Monterey County Coastal Implementation Plan Part 5 – Regulation for Development in the Del Monte Forest Land Use Plan Area (Chapter 20.147):

#### **20.147.040 ENVIRONMENTALLY SENSITIVE HABITAT AREAS**

##### **C. Development Standards**

1. Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values. Within environmentally sensitive habitat areas, land uses shall be limited to those that are dependent on the resources therein.
2. Land uses and development adjacent to environmentally sensitive habitat areas shall be compatible with long-term maintenance of the habitat area, and such land use and development shall be sited and designed to prevent impacts that would significantly degrade habitat areas. All land use and development shall be set back a minimum of 100 feet from environmentally sensitive habitat areas. Within this setback area, only uses and development that are consistent with the above long-term habitat area maintenance and impact prevention criteria are allowed (e.g., habitat maintenance activities, limited passive recreational access, etc.).

##### **D. Additional Development Standards By Habitat Type**

###### **1. Dune Habitat**

(b) Uses of remnant native sand dune habitat shall be limited to low-intensity scientific, educational, and/or recreational activities dependent on the resource. Particular attention shall be given to protection of sensitive plant species from trampling. Such uses must be consistent with restoration and enhancement of the habitat.

- f) The project proposal is not consistent with the Coastal Zoning Regulation (Title 20) “Resource Conservation” (RC) overlay which limits permitted uses to “Resource dependent educational and scientific research facilities uses.” Residential uses are not allowed.
- g) The project was not referred to the Del Monte Forest Land Use Advisory Committee (LUAC) for review as the over-arching issues are not within the purview of the LUAC.
- h) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development are found in Project File PLN140148.

3. **FINDING:** **SITE UNSUITABILITY** – The site is not physically suitable for the use proposed.
- EVIDENCE:**
- a) The project has been reviewed for site suitability by the following departments and agencies: RMA- Planning, RMA-Public Works, California Coastal Commission. There has been indication from the California Coastal Commission that the site is not suitable for the proposed development.
  - b) Staff identified potential impacts to Biological Resources. The following report has been prepared:
    - “Biological Survey Report for the Del Monte Forest Foundation Property, 1153 The Dunes Road, Pebble Beach, California” (LIB120292) prepared by Ed Mercurio, Salinas, CA, April 3, 2012.
- The above-mentioned technical reports indicated that there are physical or environmental constraints that would indicate that the site is not suitable for the use proposed.
- c) Staff conducted a site inspection on May 1, 2014, to verify that the site is suitable for this use.
  - d) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning for the proposed development are found in Project File PLN140148.
4. **FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, but may be detrimental or injurious to the property.
- EVIDENCE:**
- a) The project was reviewed by the RMA- Planning, RMA-Public Works, California Coastal Commission.
  - b) Necessary public facilities are available.
  - c) Use of the 1.02 acre area surrounding the “Gingerbread House” as a residential yard may be detrimental or injurious to the Environmentally Sensitive Habitats found within according to a Biological Survey conducted on the property.
5. **FINDING:** **ESHA** – The subject project does not minimize impact on environmentally sensitive habitat areas in accordance with the applicable goals and policies of the applicable area plan and zoning codes.
- EVIDENCE:**
- a) The project includes application for development within environmentally sensitive habitat areas (ESHA).
  - b) In accordance with the applicable policies, the proposed project is not allowable pursuant to “ESHA Policies” of the Del Monte Forest Land Use Plan. (See “Finding 2”, “Evidence d,” above.)
  - c) The project planner conducted a site inspection on Inspection on May 1, 2014 to verify ESHA locations and potential project impacts to ESHA.

- d) The application, plans and supporting materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development are found in Project File PLN140148.

6. **FINDING:** **LOT LINE ADJUSTMENT** – Section 66412 of the California Government Code (Subdivision Map Act) Title 19 (Subdivision Ordinance) of the Monterey County Code states that lot line adjustments may be granted based upon the following findings:

- 1. The lot line adjustment is between four (or fewer) existing adjoining parcels;
- 2. A greater number of parcels than originally existed will not be created as a result of the lot line adjustment;

The parcels resulting from the lot line adjustment do not conform to the County’s General Plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances.

- EVIDENCE:**
- a) The parcel is zoned “RC-D(CZ)” [Resource Conservation with Design Control Overlay (Coastal Zone)], Coastal Zone.
  - b) The project area has a total of 38.47 acres.
  - c) The lot line adjustment is between four (or fewer) existing adjoining parcels.
  - d) The lot line adjustment will not create a greater number of parcels than originally existed. Three (3) contiguous separate legal parcels of record will be adjusted and three (3) contiguous separate legal parcels of record will result from the adjustment. No new parcels will be created.
  - e) The proposed lot line adjustment is not consistent with the Monterey County Zoning Ordinance (Title 20) or the Del Monte Forest Land Use Plan and Implementation Plan as stated in Finding 2, above.

7. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

- EVIDENCE:**
- a) Section 20.86.070 (Action by the Board of Supervisors on Appeal) and 20.86.080.A.3 (Development Appealable to the California Coastal Commission – “Conditional Use”) Monterey County Zoning Ordinance.

### **DECISION**

**NOW, THEREFORE**, based on the above findings and evidence, the Planning Commission does hereby:

- 1. Find the project Categorically Exempt per Section 15270 of the CEQA Guidelines ; and
- 2. Deny a Combined Development Permit consisting of: 1) Coastal Development Permit (Lot Line Adjustment) to adjust three lots with areas of 8.5 acres, 9 acres and 21 acres such that the resulting parcels are 17.5 acres, 20 acres and a 1 acre parcel with an existing office building/employee residence; and 2) Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat.

**PASSED AND ADOPTED** this 14th day of January, 2015, upon motion of xxxx, seconded by xxxx, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Mike Novo, Secretary, Planning Commission

COPY OF THIS DECISION MAILED TO APPLICANT ON DATE

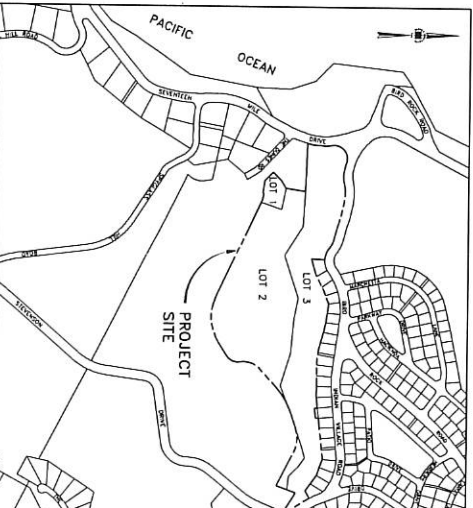
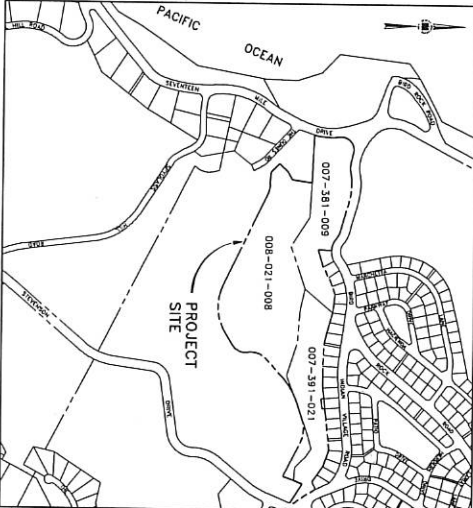
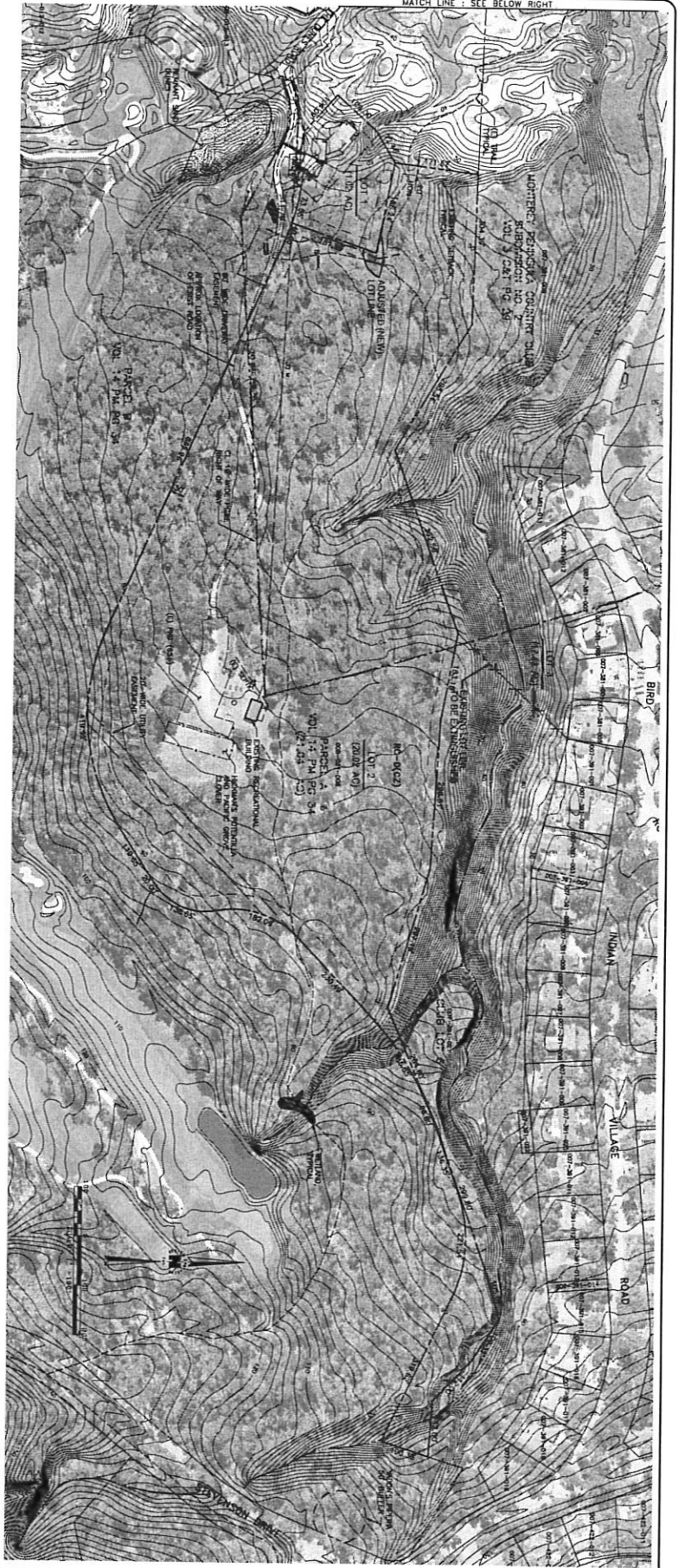
THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE [DATE]

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

Form Rev. 5-14-2014



**OWNERS:**  
 DEL MONTE FOREST CONSERVANCY  
 1153 THE DUNES (GINGERBREAD HOUSE), PEBBLE BEACH, CA 93953  
 (FOUNDATION: DEL MONTE FOREST FOUNDATION)  
 PEBBLE BEACH COMPANY  
 P.O. BOX 1797  
 PEBBLE BEACH, CA 93955

**NOTES:**  
 1. EXISTING UTILITIES SHOWN EXISTING STRUCTURE ON PROPOSED LOT 1 AND WILL REMAIN UNCHANGED.  
 2. ADJ. AND ADJ. ADJ. ON LOT 1 IS A RESIDENCE.  
 3. THERE WILL BE NO TREE REMOVAL.  
 4. THERE WILL BE NO CHANGES TO THE EXISTING FOUNDATION, STRUCTURE OR PROPOSED LOT 2.  
 5. THERE WILL BE NO CHANGES TO THE EXISTING FOUNDATION, STRUCTURE OR PROPOSED LOT 2.

AREA TABULATION (ACRES)			
EXISTING	ORIGINAL	ADJUSTED	ADJUSTED
007-381-008	3.14	1.02	LOT 1
008-021-008	6.48	20.12	LOT 2
007-391-021	9.84	17.43	LOT 3
TOTAL	19.46	38.57	

SCALE: AS SHOWN  
 DATE: 02/24/14  
 SHEET: EX-1  
 OF 1 SHEET  
 NO: 47300.00

PREPARED FOR: DEL MONTE FOREST CONSERVANCY & PEBBLE BEACH COMPANY  
**LOT LINE ADJUSTMENT EXHIBIT**  
 1153 THE DUNES (GINGERBREAD HOUSE), PEBBLE BEACH  
 APN 008-021-008 AND ADJOINERS  
 COUNTY OF MONTEREY, CALIFORNIA



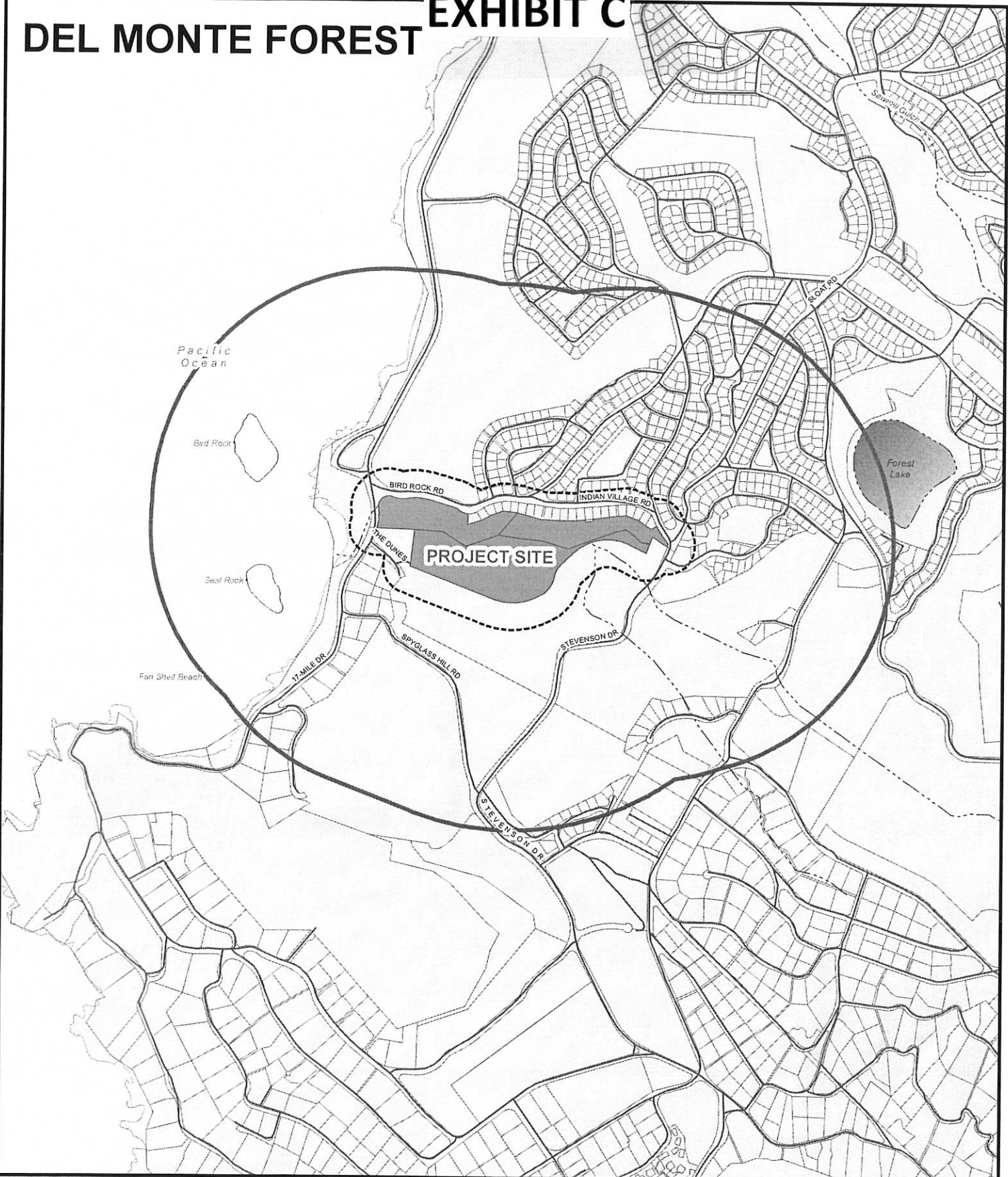
**BESTOR ENGINEERS, INC.**  
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
 8701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940

**PRELIMINARY**  
 NOT FOR CONSTRUCTION

REVISION:	
DATE:	
BY:	
CHK:	
APP:	



# DEL MONTE FOREST EXHIBIT C

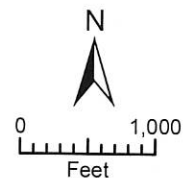


**APPLICANT:** PEBBLE BEACH CO & DEL MONTE FOREST FOUNDATION INC

**APN:** 007-381-009-000, 007-391-021-000,  
008-021-008-000

**FILE #** PLN140148

2500' Limit
  300' Limit
  Water



PLANNER: MASON

# EXHIBIT D.1

17096

REEL 2347 PAGE 306

RECORDED AT REQUEST OF

*Calif. Coastal*

APR 3 8 05 AM '89

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

Recording Requested By  
and  
When Recorded Mail To:

California Coastal Commission  
631 Howard Street  
Fourth Floor  
San Francisco, CA 94105

R	32
M	1
RF	30
T	63

## OFFER TO DEDICATE CONSERVATION EASEMENT

This Offer to Dedicate Conservation Easement ("Offer") is made this 27th day of March, 1989, by PEBBLE BEACH COMPANY, a California general partnership ("Grantor").

This Offer is made with reference to the following facts and circumstances:

A. Grantor is the owner of certain real property located in the Del Monte Forest Area, County of Monterey, State of California, more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein (the "Preservation Property"). A map showing the areas included within the Preservation Property is attached hereto as Exhibit "B" and incorporated by this reference herein.

B. The Preservation Property is presently substantially in an undisturbed natural state, and contains natural, scenic and open space qualities and features valuable for plant and wildlife habitat deemed worthy of protection and preservation.

C. Grantor has been granted and issued permits from the California Coastal Commission (the "Commission") to undertake development consisting of road construction in connection with that development commonly known and referred to herein as the "Spanish Bay Resort Project." The Commission, pursuant to the California Coastal Act of 1976 (Pub. Resources Code, § 30000 et seq.; the "Coastal Act"), granted to Grantor Coastal Permit No. 3-84- 226, on March 28, 1985, for the Spanish Bay Resort Project,

which permit, as amended from time to time, is referred to herein as the "Coastal Permit."

D. In satisfaction of Condition No. 28 of the Coastal Permit, Grantor and the Commission entered into an Agreement for Preservation of Natural Habitat II, dated June 27, 1987. The execution and recording of this Offer constitutes performance of all of Grantor's obligations under said Agreement.

NOW, THEREFORE, in consideration of the above recitals, Grantor hereby offers to dedicate to a public agency or private association acceptable to the Executive Director of the Commission ("Grantee"), a conservation easement in perpetuity for the preservation of natural and scenic resources over the Preservation Property.

This Offer consists of and shall be subject to the following terms and conditions.

#### I

##### PURPOSE AND INTENT OF THIS OFFER

The primary purpose of this Offer is the permanent preservation of natural plant and wildlife habitat within the Preservation Property. It is the intent of this Offer that, subject to and except for the development and uses permitted or reserved by Grantor in this Offer, the Preservation Property shall remain predominantly as undeveloped forest and dune open space in substantially its natural state. All of the development and uses permitted or reserved by Grantor in this Offer are expressly hereby declared to be consistent with the primary purpose and intent of this Offer.

#### II

##### RESTRICTIONS ON DEVELOPMENT AND USE

Grantor covenants and agrees that the development and use of the Preservation Property shall be limited to the following development and uses, each of which is hereby expressly declared and found to be consistent with the primary purpose and intent of this Offer. When under applicable law governmental permits or approvals are necessary to engage in a particular development or use, such governmental permits or approvals shall be obtained

prior to commencement of the development or use. The development and uses permitted under this Offer are the following:

- A. Open space for plant and wildlife habitat protection.
- B. Management, maintenance and improvement activities for the conservation, protection and enhancement of the natural habitat.
- C. Passive recreational uses, scientific study, and educational nature interpretation.
- D. The construction, maintenance, repair and use of public service and utility lines, pipes and minor transmission facilities (including those for gas, electricity, telephone, water, sewer, and cable television), and facilities for drainage and erosion and sedimentation control.
- E. The construction, maintenance, repair and use of minor structural facilities related to the maintenance or incidental use of the Preservation Property for natural habitat protection and outdoor recreation.
- F. The maintenance, repair and use of existing fire roads, pedestrian and equestrian trails, and construction, maintenance, repair and use of new pedestrian and equestrian trails.
- G. The construction, maintenance, repair and use of a road with utilities, not more than 20 feet in width (exclusive of shoulders), within the 60-foot wide road and utility easement shown on the map attached as Exhibit "B."
- H. Such future construction, development and uses as may be permitted under the certified Monterey County Local Coastal Program Del Monte Forest Area Land Use Plan (the "Del Monte Forest LUP") consistent with the primary purpose and intent to preserve and maintain the Preservation Property substantially as natural habitat open space under the provisions of this Offer.
- I. Maintenance and repair activities necessary for all of the above-described development and uses; provided, however, that grading and vegetation removal, unless permitted under the Forest Maintenance Standard referred to in Paragraph IV or otherwise authorized by governmental approvals shall not be deemed "mainte-

nance and repair" but shall require separate governmental approvals.

### III

#### RESERVATIONS

Grantor reserves from this Offer the right to conduct and engage in all of the development and uses enumerated in Paragraph II above and such other development and uses as are consistent with the primary purpose and intent of this Offer. Such rights are reserved by Grantor for the benefit of Grantor and its successors and assigns. Grantor or its successors or assigns may reserve any such rights to itself and its successors and assigns by appropriate easements or other instruments in connection with any conveyance of title to the Preservation Property.

### IV

#### MANAGEMENT AND MAINTENANCE

Grantor, for as long as Grantor owns the Preservation Property, and its successors and assigns in the ownership of the Preservation Property, shall use reasonable and good faith efforts to manage and maintain the Preservation Property in accordance with the standards of the Forest Maintenance Standard, Indian Village Annex Parcel, attached hereto as Exhibit "C" and incorporated by reference herein (the "Forest Maintenance Standard"). The Forest Maintenance Standard specifies the contemplated uses and the management, maintenance and improvement standards and activities to be carried out in furtherance of the preservation, protection and enhancement of the natural habitat of the Preservation Property.

### V

#### PUBLIC ENTRY IN DEL MONTE FOREST

Entry into Del Monte Forest is by permission of Grantor and subject to the payment of a fee and to rules and regulations imposed by Grantor. The road system of Del Monte Forest is privately owned by Grantor and the use of the roads in Del Monte Forest is by permission of Grantor and subject to rules and regulations imposed by Grantor.

Access to and the use of the Preservation Property by members of the public is expressly subject and subordinate to the terms and conditions of that certain 17 Mile Drive Public Use Agreement between Grantor and the County of Monterey dated October 20, 1987, and subject and subordinate to the rights of Grantor contained therein.

## VI

### ENFORCEMENT

Upon acceptance of this Offer by Grantee:

A. Grantee and its agents shall have the right to enter upon the Preservation Property at all reasonable times to determine whether the terms of this Offer are being observed. If Grantee believes that Grantor is not carrying out the terms of this Offer, Grantee shall give written notice to Grantor specifying the respects in which Grantee believes that Grantor is not carrying out the terms of this Offer. If Grantor does not commence action to reasonably remedy the deficiencies specified in Grantee's notice within twenty (20) days after receipt of Grantee's notice, or if Grantor does not thereafter diligently pursue and complete such remedial action, Grantee may avail itself of the legal and equitable remedies provided in subparagraph B below. Grantor's failure to observe the terms of this Offer shall not, however, affect the effectiveness or validity of the Coastal Permit.

B. Grantee may bring any action in court necessary to enforce this Offer, including but not limited to injunction to terminate any use or activity contrary to the restrictions of this Offer and to force the restoration of all damage done by such use or activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the enforcement proceeding provided in this paragraph is not exclusive and that Grantee may pursue any appropriate legal and equitable remedies. Any forbearance on the part of Grantee to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

## VII

## RIGHTS OF THE COUNTY

It is acknowledged that this Offer, when accepted by Grantee, has the purpose and effect of implementing the provisions and policies of the Del Monte Forest LUP with respect to the land use for the Preservation Property, which is a matter of concern to the County. Consequently, upon acceptance of this Offer by Grantee, the restrictions and covenants of Grantor under the terms of this Offer shall be for the benefit of the County as well as Grantee, and the County shall have the right to enforce the terms of this Offer in the same manner as Grantee (as specified in Paragraph VI) if enforcement by the County is necessary to insure that the terms of this Offer are carried out or if Grantee ceases or is unable to adequately carry out its responsibilities to effectuate the intended purpose of natural habitat preservation.

## VIII

## ACCEPTANCE OF OFFER

The Del Monte Forest Foundation, a nonprofit corporation, shall have the exclusive right to accept this Offer for a period of five (5) years from the date of recording of this Offer, and no other public agency or private association shall have the power to accept this Offer within said five year period. If the Del Monte Forest Foundation has not accepted this Offer within said five year period, this Offer may thereafter be accepted by any public agency or private association acceptable to the Executive Director of the Commission and reasonably acceptable to Grantor.

This Offer may be accepted by Grantee only by the execution, acknowledgment and recording of the Certificate of Acceptance in the form of Exhibit "D" attached hereto and incorporated by reference herein, and delivery of a copy thereof to Grantor, the Executive Director of the Commission, and the County.

## IX

## AMENDMENT

This Offer may be amended by the written agreement of Grantor and the Executive Director of the Commission at any time prior to acceptance of this Offer. After acceptance of this Offer, this Offer and the conservation easement may be amended by the written agreement of Grantor, Grantee and the Executive Director of the Commission. Any such amendment shall be effective upon recording.

## X

## NO RECOURSE

No recourse shall be had against any partner of Grantor or any partner or subpartner of a partner of Grantor, or any legal representative, heir, successor or assign of any thereof, on account of any obligation or for any claim arising out of or in respect to this Offer, or any act or omission with respect to the performance of this Offer or in the course thereof. Recourse for any such obligation or claim shall be limited solely to Grantor and the assets of Grantor (a deficit capital account of any partner of Grantor or other funding obligation of a partner under the partnership agreement of Grantor shall not be deemed an asset or property of Grantor), and no judgment, order or execution entered in any suit, action or proceeding, whether legal or equitable, on any such obligation or claim shall be sought, obtained or enforced against any partner or heir, successor or assign, or against their respective individual assets.

## XI

## DURATION OF OFFER AND BINDING EFFECT

The terms, covenants, conditions, restrictions and reservations contained in this Offer constitute covenants running with the land described in Exhibit "A" and shall be binding upon and inure to the benefit of Grantor and its successors and assigns in the ownership of the land described in Exhibit "A" for a period of twenty-one (21) years from the date of recording of this Offer. If this Offer is accepted by Grantee in accordance with its terms within said twenty-one (21) year period, all of



the terms, covenants, conditions, restrictions and reservations contained in this Offer shall constitute covenants running with the land described in Exhibit "A" in perpetuity and shall burden the land and be binding upon and inure to the benefit of Grantor and its successors and assigns in the ownership of the land described in Exhibit "A" as a conservation easement in perpetuity for the benefit of Grantee and the County.

**XII**

**TRANSFER OF TITLE**

Grantor shall have the absolute right to transfer its right, title and interest in and to all or any portion of the Preservation Property, and upon such a transfer the transferee, by acceptance of the deed (whether or not so stated in the deed), shall have assumed and be obligated to perform all of the covenants of Grantor under this Offer, and shall have all of the rights and obligations of Grantor for all purposes under this Offer with respect to the land transferred, except and to the extent that such rights may be otherwise reserved as provided in Paragraph III; and upon such a transfer Grantor shall be fully relieved and discharged from all of Grantor's obligations under this Offer with respect to the land transferred.

**XIII**

**ASSIGNMENT**

A. Grantor shall have the right to assign its rights or delegate its obligations under this Offer, in whole or in part. No such assignment or delegation by Grantor, however, shall relieve the owner or owners of the Preservation Property from the obligation to perform the covenants of this Offer as covenants running with the land as specified in Paragraph XI above.

B. Grantee shall have the right to assign its rights and delegate its obligations under this Offer, but only to a public agency or private association which agrees in writing to accept such rights and assume such obligations and is approved in writing in advance by the Executive Director of the Commission and Grantor. Grantee shall not abandon the conservation easement

once accepted, but may assign the conservation easement in accordance with the preceding sentence.

XIV

SUCCESSORS AND ASSIGNS

Subject to the foregoing provisions of this Offer, this Offer and all of its terms shall be binding upon and inure to the benefit of Grantor and its successors and assigns and Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Offer on the 27th day of March, 1989.

PEBBLE BEACH COMPANY,  
a California General Partnership,

By MKDG II, a Colorado General  
Partnership, a General Partner

By 3M Investment Co., a  
General Partnership, a  
General Partner of MKDG II

By   
MYRON M. MILLER, a  
General Partner

By MKDG IV, a Colorado General  
Partnership, a General Partner

By 3M Investment Co., a  
General Partnership, a  
General Partner of MKDG IV

By   
MYRON M. MILLER, a  
General Partner

ACKNOWLEDGEMENT

STATE OF Colorado )  
City and ) ss.  
COUNTY OF Denver )

On this 27th day of March, 1989, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared MYRON M. MILLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be a General Partner of 3M Investment Co., a general partnership, the general partnership that executed the within instrument, said general partnership being a General Partner of MKDG II and MKDG IV, each Colorado general partnerships which are the general partners of Pebble Beach Company, a California general partnership, and acknowledged to me that said general partnership first above named executed the same as a General Partner of the general partnerships which are the partners of the last named general partnership, and that said last named general partnership executed the same.

Kathleen E. Boggs  
Notary Public,  
State of Colorado

My Commission Expires 1-26-92

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This is to certify that the Offer to Dedicate set forth above is hereby acknowledged by the undersigned officer on behalf of the California Coastal Commission pursuant to the action of the Commission when it granted Coastal Development Permit No. 3-84-224 on 3-28-85 and the California Coastal Commission consents to recordation thereof by its duly authorized officer.

Dated: March 30, 1989

Judith W. Allen  
Judith W. Allen  
California Coastal Commission  
Staff Counsel

STATE OF California  
COUNTY OF San Francisco

On 30 March 1989, before me He undersigned, a Notary Public, personally appeared Judith W. Allen personally known to me to be (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as the Staff Counsel and authorized representative of the California Coastal Commission and acknowledged to me that the California Coastal Commission executed it.



Gary Lawrence Holloway  
NOTARY PUBLIC IN AND FOR  
SAID STATE AND COUNTY

## EXHIBIT A

## PARCEL 1

Certain real property situate on El Pescadero and Point Pinos Ranchos, County of Monterey, State of California, particularly described as follows:

Beginning at the southwesterly corner of Club Lot 6 in Block 200, as said corner, lot and block are shown on that certain map entitled "Monterey Peninsula Country Club subdivision No. 2, etc..." filed September 8, 1925 in Volume 3 of Cities and Towns, at Page 29, Records of Monterey County, California, said corner also being the northwesterly corner of that certain 59.59 acre parcel shown and designated as Parcel "B" on that certain parcel map filed May 15, 1980 in Volume 14 of Parcel Map at Page 34, Records of Monterey County, California; thence along the southerly boundary of said lot, as said boundary also being the northerly line of said parcel.

- (1) East, 378.41 feet; thence
- (2) S 88 degrees 10' E., 50.61 feet to the northwesterly corner of that certain 20.02 acre parcel shown and designated as Parcel "A" on said parcel map; thence leaving said boundary and running along the line common to both said parcels, as shown on last said map
- (3) S 7 degrees 10' W., 171.62 feet; thence
- (4) S 78 degrees 33' 30" E., 186.24 feet; thence
- (5) S 18 degrees 49' 45" W., 181.96 feet (shown as 182.65 feet on last said map); thence leaving said common line
- (6) S 5 degrees 26' 04" E., 250.46 feet; thence
- (7) N 63 degrees 45' 40" W., 240.00 feet to a point on the northeasterly line of Silver Trail (a 60 foot-wide road) as said line and road are shown on that certain map entitled, "Record of Survey of A Portion of Ranchos of El Pescadero etc..." filed 22 August 1960 in Volume X-2 of Surveys at Page 122, Records of Monterey County, California; thence along said northeasterly line
- (8) Northwesterly 187.05 feet along the arc of a curve to the left (center bears S 63 degrees 35' 15" W., 460.00 feet distant), through a central angle of 23 degrees 17' 55" (186.95 feet and 23 degrees 17' 07" per Record) to a point on the westerly line of said Parcel B; thence along said westerly line

(9) N 49 degrees 44' 03" W., 316.62 feet (shown as N 49 degrees 40' W., 316.52 feet on said Parcel Map); thence leaving said northeasterly line of last said road and continuing along said westerly line of Parcel B

(10) Northeasterly 61.20 feet along the arc of a tangent curve to the right (center bears N 40 degrees 15' 57" E., 50.00 feet distant), through a central angle of 70 degrees 07' 35" (shown as 61.19 feet and 70 degrees 07' 15" on said parcel map) to a point of reverse curvature; thence tangentially

(11) Northeasterly, 121.98 feet along the arc of a reverse curve to the left having a radius of 610.00 feet, through a central angle of 11 degrees 27' 27" to the Point Of Beginning.

EXCEPTING THEREFROM all that certain property described as follows:

COMMENCING at the intersection of the northeasterly line of Silver Trail and the northerly line of that certain 60-foot wide Driveway Easement, as said lines, trail and easement are shown on that certain parcel map filed May 15, 1980, in Volume 14 of Parcel Maps at Page 34, Records of Monterey County, California; thence leaving said northeasterly line, as said line also being the westerly boundary of that certain 59.59 acre parcel shown and designated on said map as Parcel "B", and running along said northerly line

(a) East, 190.57 feet; thence leaving last said line

(b) South, 30.00 feet to a point on a line drawn parallel with and southerly of last said line; thence along said parallel line

(c) Southeasterly, 22.60 feet along the arc of above said curve to the right (center bears South, 400.00 feet distant), through a central angel of 3° 14' 16" to the TRUE POINT OF BEGINNING: thence

(1) Southeasterly, 20.45 feet along the arc of above said curve to the right (center bears S 3° 1' 16" W., 400.00 feet distant), through a central angel of 2° 55' 45"; thence leaving said parallel line

(2) N 42° 15' E., 79.29 feet; thence

(3) N 47° 45' W., 187.79 feet; thence

(4) S 42° 15' W., 109.00 feet; thence

- (5) S 47° 45' E., 105.96 feet; thence
- (6) East, 9.02 feet; thence
- (7) S 64° 00' E., 61.39 feet to the TRUE POINT OF BEGINNING and being a portion of said Parcel "B".

**PARCEL 2**

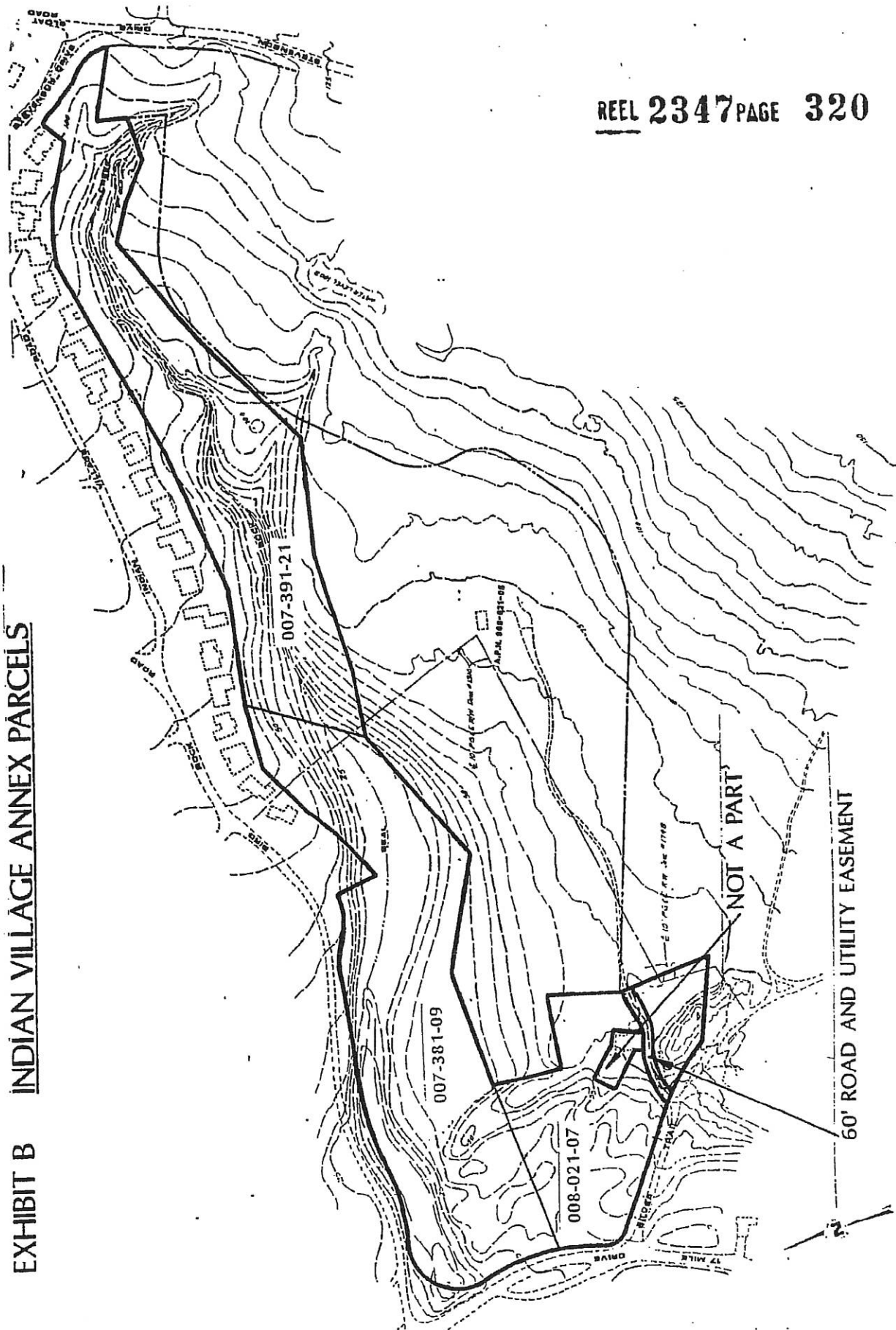
That certain area described as Club Lot 6 comprising a portion of that certain Block Numbered 200, as said Club Lot and Block are shown and so designated on that certain map entitled, Map of "Monterey Peninsula County Club Subdivision No. 2", filed in Volume 3 of Maps, "Cities and Towns", at page 29, Monterey County Records.

EXCEPTING THEREFROM all that certain property described in the following deeds from:

(a) Del Monte properties Company, a California corporation, to Elmer H. Hansen and Bernadine Prather Hansen, his wife, as Joint Tenants, recorded January 17, 1966 in Reel 443 of Official Records of Monterey County at page 458.

(b) Pebble Beach Corporation, a Delaware corporation, successor in interest to Del Monte properties Company, a California corporation, to Ralph Seaman Bird and Lorraine M. Bird, his wife, as Community Property, recorded February 17, 1978 in Reel 1219 of Official Records of Monterey County at page 546.

EXHIBIT B INDIAN VILLAGE ANNEX PARCELS





## EXHIBIT C

FOREST MAINTENANCE STANDARD  
INDIAN VILLAGE ANNEX PARCEL

March 22, 1989

SITE LOCATION

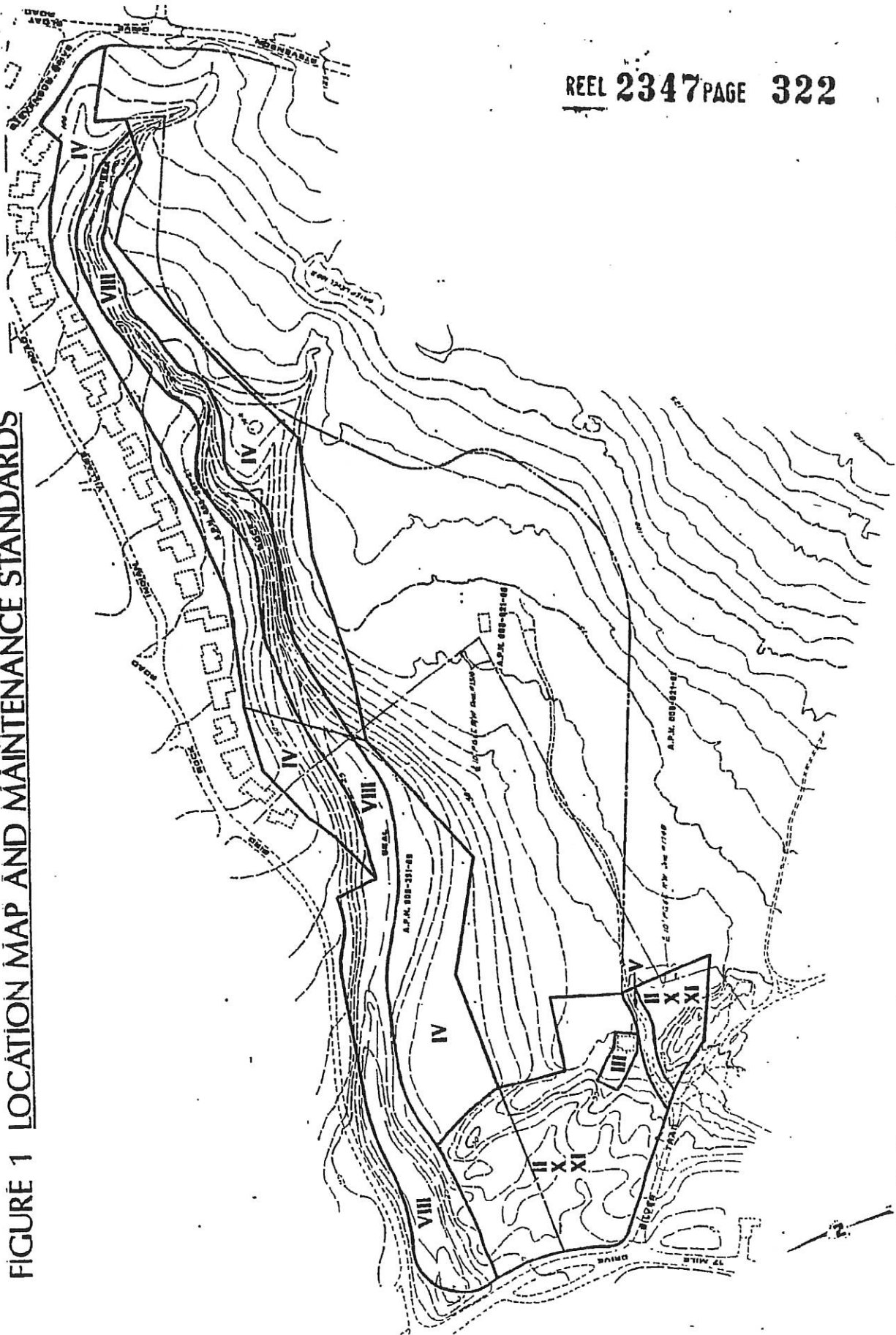
Indian Village Annex adjoins Indian Village Proper (OSAC Parcel No. 7) which lies to the south and east. To the west it extends to the rights-of-way of Seventeen Mile Drive and Dunes Road. To the north it extends from Seventeen Mile Drive on the west to Stevenson Drive on the east and is bounded on the north by the Bird Rock Road right-of-way and private residential lots on the south side of Bird Rock and Indian Village Roads (See Figure 1).

SUMMARY DESCRIPTION

The Indian Village Annex consists of approximately 20 acres of native Monterey Pine forest, fresh water wetland/riparian corridor and sand dunes. Approximately 15 acres are mature pine forest along the Seal Rock Creek riparian corridor and approximately 5 acres are remnant dunes which serve as habitat for several endangered or rare plant species. An existing residential building, and a large building foundation which adjoins the residence and several storm drain culverts are the only structural improvements on the site. The Red equestrian trail transverses portions of the site providing access for pedestrians and equestrians. Dunes Road (called Silver Trail on some maps) provides vehicular access to the existing residence from the west.

An Offer To Dedicate a Conservation Easement dated March 27, 1989 has been executed by Pebble Beach Company. The offered conservation easement embraces all of the above described site except for the existing residential building and adjoining building foundation which are excluded from the Conservation Easement. This Forest Maintenance Standard establishes the standards for management and maintenance of that portion of the site that is covered by the offered conservation Easement, and also includes certain standards for the uses of the residence and building foundation that are excluded from the Conservation Easement.

FIGURE 1 LOCATION MAP AND MAINTENANCE STANDARDS



BASIC MAINTENANCE STANDARDSCategory II - Protected Natural Reserves

(Figure 1 - Open Space Classification)

- II-1) Manage for preservation of conditions that are favorable for sustaining rare plant associations or typical forest community examples.
- II-2) Manage boundary areas to prevent external influences from adversely affecting plant vigor, and review development proposals in these areas through the maintenance standard development process to certify consistency with this policy.
- II-3) (Not applicable in this area)
- II-4) Develop self-guided walking trails and signing programs with volunteer docent guides to act as interpreters to facilitate public enjoyment and education and to avoid overuse of sensitive sites, all consistent with environmentally sensitive habitat area criteria, where applicable.
- II-5) Restrict pedestrian access, if necessary, to protect rare or endangered species in heavily visited areas from overuse.
- II-6) Eliminate invading exotic species.
- II-7) Protect and enhance remnant dunes.
- II-8) Prohibit off-road vehicle access.

Category III - Developed Area

- III-1) Eliminate invading exotic species whenever detected in common open space areas; prevent use of ice plant, French broom, and pampas grass in private landscape plans by condition of subdivision approval.
- III-2) (Not applicable in this area.)
- III-3) Manage boundary areas with protected natural resources or environmentally sensitive habitat areas to minimize offsite effects of development, and review development applications through the maintenance standard development process for these areas to certify

Forest Maintenance Standard  
Indian Village Annex Parcel

Page 4

consistency with this policy.

- III-4) (Not applicable in this area.)
- III-5) (Not applicable in this area.)
- III-6) (Not applicable at this time.)

Category IV - Open Forest

- IV-1) Manage open forested areas to maintain the existing forest character, generally improve stand condition, and encourage a diverse understory.
- IV-2) Perform necessary measures to assure human health and safety. These may include removal of hazardous trees and fuel management.
- IV-3) Where applicable when carrying out Policies IV-1 through IV-3, generally apply the principles of urban forest management employed by the U.S. Forest Service and California Department of Forestry in similar urbanizing environments. This may include use of prescribed burns.
- IV-4) Eliminate invading exotic species.
- IV-5) Replace lost native trees as required with indigenous Monterey Pine and Coast Live Oak stock.

Category V - Road Rights-of-Way

- V-1) Employ the general safety criteria of the California Department of Transportation and landscape maintenance criteria of the California Department of Parks and Recreation as appropriate in maintaining road rights-of-way.

Category VIII - Riparian and Wetland

- VIII-1) Manage for protection of hydrologic cycle, avoidance of sedimentation, and maintenance of efficient flows, and to protect from urban runoff.
- VIII-2) Manage for continuing maintenance of seasonal and perennial pools, seepage, and marshy areas along drainage courses, unless they present clear public health hazards, and edge areas between habitats.

Forest Maintenance Standard  
Indian Village Annex Parcel

Page 5

- VIII-3) Where beneficial in conjunction with other maintenance activities or subdivision development, enhance habitat values by creating impoundments and flow management improvements within the water courses.
- VIII-4) Maintain 100 foot setback from stream course banks to any permanent structure.
- VIII-5) Dumping of spoils of any type shall be prohibited.
- VIII-6) Construction activity (e.g. road crossings) requiring riparian vegetation alteration or filling shall be minimized, and shall be accompanied by appropriate mitigation measures.
- VIII-7) Prohibit off-road vehicle access.

Category X - Sensitive Habitat

- X-1) Manage to maintain habitat relationships that are characteristic of typical habitat conditions.

Category XI - Rare or Endangered Species

- XI-1) Manage to provide physical protection of the rare or endangered species' immediate area.
- XI-2) Manage immediate area to maintain habitat conditions suitable for continued existence of the endangered or rare species. Enhance habitat to extend the distribution when possible.

SPECIFIC MAINTENANCE STANDARDS

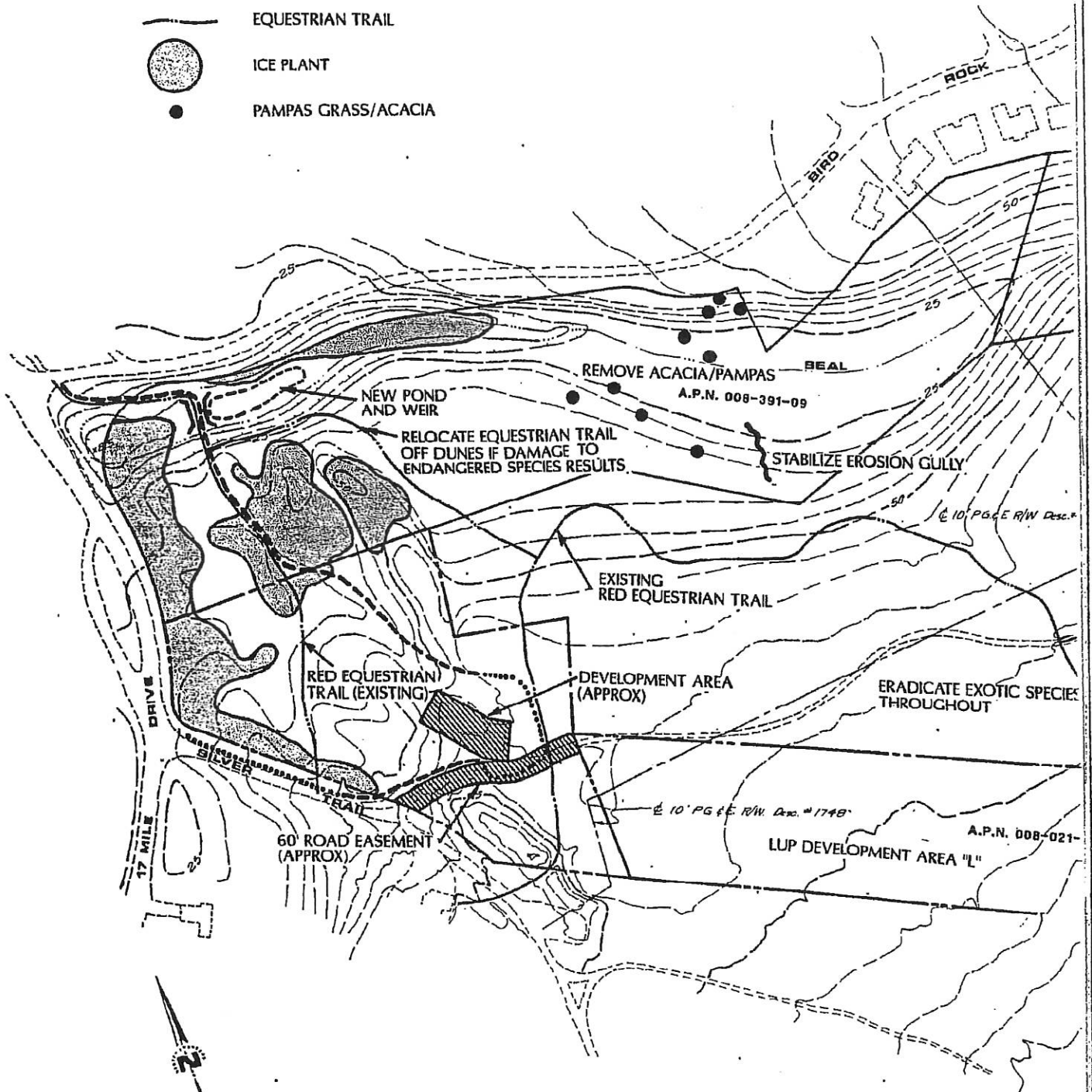
(Figure 2 - Specific Maintenance Prescriptions)

Throughout The Area

- 1) The overall approach to maintenance will be one of "progressive response" to varying circumstances and natural occurrences at the site. Initial actions to correct problems will be tailored to meet the need. Results will be monitored and the level of response adjusted as necessary to resolve the outstanding issues.
- 2) All invasive noxious weeds should be removed. Ice plant should be eradicated throughout the area. Significant concentrations of ice plant are shown on

**LEGEND**

- PEDESTRIAN BOARDWALK AS REQUIRED (APPROX ROUTE)
- ..... PEDESTRIAN TRAIL (APPROX ROUTE)
- EQUESTRIAN TRAIL
- ICE PLANT
- PAMPAS GRASS/ACACIA



**FIGURE 2 MAINTENANCE STANDARD ILLUSTRATION**

Figure 2. Kikuyu Grass, Genista (Broom) and other invasive weeds which tend to persist will be removed as required. The site will be checked annually, or more often as required to maintain control of exotic species. Eradication will be performed using techniques which will not damage the habitat of retained native species. Suitable techniques include application of non-persistent herbicides such as Roundup or Rodeo, hand pulling and hoe grubbing.

- 3) Maintain the site to conform to current standards of fire safety as established by the local fire jurisdiction.
- 4) The Grantee shall review plans for development proposals on property between the site and the adjoining golf course when proposed (LUP Development Area "L"), to ensure that drainage from future subdivision improvements is handled in a way that prevents erosion and sedimentation in this area.
- 5) Within 50 feet of Dunes Road (Silver Trail), and for a like distance adjoining Equestrian and Pedestrian trails, trees or limbs that present safety hazards should be cleared. In more remote areas, dead or weakened trees shall be permitted to stand until felled by wind or other natural causes. Fallen trees shall be dropped to the ground and allowed to decompose in place unless the accumulated debris is judged by the local fire jurisdiction to create a fire or safety hazard.
- 6) Prohibit off-road vehicle access.
- 7) Trails or roads not indicated on the map shall be scarified and permitted to return to a natural state. Trails may be rerouted from time to time as necessary.
- 8) Control erosion and debris accumulation.

#### Dunes

- 1) Preserve remnant dune landforms and environmentally sensitive dune habitat.
- 2) Stabilize blowouts, restore and revegetate degraded areas with native species. Provide mitigation to reduce the causal effect.

- 3) In areas needing revegetation, maintain native species mix appropriate to location and exposure utilizing an outplanting program consistency of appropriate native species. See list of indigenous native material in Appendix A.
- 4) In sensitive species areas, the condition of the rare and endangered species and their enhancement status should be monitored. The following factors should be considered in monitoring and should be an objective of maintenance.
  - a) Protect rare and endangered plant populations as necessary from deer browsing, trampling, collecting and other threats.
  - b) Enhance sensitive species area by expanding the natural habitat.
  - c) Provide for an annual review of the endangered species habitat by establishing quadrants to monitor quantitative stability of the native species.
  - d) Provide for the long term integrity of the genetic stock by preventing introduction of non-indigenous plant material of the same species as the resident rare or endangered plants.
  - e) Provide for enhancement of sensitive areas which could be established as locations for experimental populations of the Smith's Blue Butterfly or the Black Legless Lizard. This will include the retention of existing high-quality habitat to the extent possible and the outplanting of host plants (*Eriogonum parvifolium*) in sufficient size to establish in a period of from three to five years.
- 5) Prevent trampling by providing a boardwalk (4 feet wide), signage and fencing as required to protect sensitive habitats. The approximate location of the Boardwalk route and protective fencing is shown on Figure 2. Provide appropriate directive and interpretive signing along the route.
- 6) The "Red" Equestrian Trail, a portion of which currently transects the Dune area, will be relocated into the Forest approximately along the route shown on Figure 2. Further erosion of the dune landforms along



the existing "Red" route will be prevented and the area restabilized with native species.

#### Forest Area

- 1) Control erosion at specific problem locations as shown in Figure 2.
- 2) Potential disease and insect infestations should be treated, where necessary and feasible, to protect the Forest cover. An annual review should be initiated to maintain the viability of the forested area. This review should include input from the local fire jurisdiction to ensure conformance with applicable fire safety regulations.
- 3) Manage open forested areas to maintain the existing Forest character, generally improve stand condition and encourage a diverse native understory. If natural revegetation is not apparent, replace lost trees as required with indigenous Monterey Pine and Coast Live Oak stock.

#### Riparian and Wetland Area

- 1) Implement necessary management efforts to assure preservation and where feasible, restoration of indigenous native riparian and wetland areas.
- 2) Prohibit public access when necessary to protect rookery and roosting values.
- 3) Provide for long term diversity and stability of the natural riparian and wetland vegetation.
- 4) Maintain the water level to provide the most suitable growing condition for the wetland vegetation.
- 5) Where the trail and boardwalk cross Seal Rock Creek, provide for the maintenance of a standing water area within the wetland habitat. Installation of a drain culvert set an appropriate elevation above low flow levels will establish a permanent pond condition and thus enhance wildlife values. A weir should be established at the western extension of the culvert outlet or at the trail and boardwalk locations. This would allow mechanical control of the desired water level in this habitat.

- 6) Eradicate invasive exotics to maintain control and enhance the habitat of retained native species. Suitable techniques include application of non-persistent herbicides such as Rodeo or hand pulling.

#### Developed Area

- 1) Currently, the developed area contains a single family residence and an adjoining building foundation, and is zoned and used for residential purposes. This use is anticipated to continue until such time as the developed area may be acquired and/or used by the Del Monte Forest Foundation (DMFF).

Pebble Beach Company intends to make the building structure and associated building facilities available to DMFF provided terms acceptable to both parties can be agreed upon. In the event the building structures and associated building facilities are utilized by DMFF, the use of the structures shall be limited to the support of the maintenance and educational programs of the DMFF, including housing for DMFF staff and related DMFF administrative functions, subject to proper approvals of the private and public entities with jurisdiction to permit and regulate such uses.

No additional private or public vehicular parking area shall be permitted at the developed area beyond that required for normal residential use or by the DMFF for its staff or equipment or otherwise required by applicable building code or regulations.

#### Road Right-Of-Way

- 1) A sixty foot easement for road and utility purposes shown approximately in Figure 2, has been reserved by the Pebble Beach Company to provide access to LUP Development Area "L." Within this easement a road not to exceed twenty feet in paved width (exclusive of shoulders) shall be allowed in accordance with design standards applicable in the Del Monte Forest. Within the road and road shoulder, utilities are also allowed. Drainage from the road, if it is built, shall be accommodated in a manner that does not adversely affect the adjoining sensitive habitat areas. The remainder of easement shall be maintained in a natural condition in accordance with the other standards herein.

Forest Maintenance Standard  
Indian Village Annex Parcel

Page 11

VEGETATION MANAGEMENT TECHNIQUES

- 1) Herbicides may be used initially in the eradication of pampas grass, ice plant, acacia, kikiyu grass, etc. Subsequently, manual techniques should be sufficient to maintain the weed.
- 2) Manage chemical cultural treatments of sensitive areas to avoid accidental treatment of native vegetation. Roundup, Rodeo or other equivalent biodegradable herbicides are acceptable.
- 3) Controlled burning is not considered necessary or desirable in maintaining this area.

PREPARED BY:

Gene Fryberger  
Kevin O'Keefe  
Vern Yadon

Forest Maintenance Standard  
Indian Village Annex Parcel

Page 12

APPENDIX A

	Abronia latifolia	Yellow Sand Verbena
	Abronia umbellata	Beach Sand Verbena
****	Acacia longifolia	Golden Wattle
	Achillea borealis ssp. californica	Yarrow
	Arnica discoidea	Rayless arnica
	Artemisia californica	California Sagebrush
	Artemisia pycnocephala	Beach Sagebrush
	Baccharis pilularis	Coyote Brush
	Baccharis douglasii	Douglas Baccharis
	Camissonia cheiranthifolia	Beach Primrose
	Carex panza	Panza Sedge
	Carprobrotus aequilaterus	Ice Plant
****	Carprobrotus edulis	Ice Plant
	Castilleja latifolia	Seaside Painted Cup
	Corethrogyne californica	California Corethrogyne
****	Cortaderia atacamensis	Pampas Grass
	Cryptantha leiocarpa	Coast Cryptantha
	Distichlis spicata var. stolonifera	Salt Grass
	Dudleya caespitosa	Sea Lettuce
	Elymus glaucus	Western Ryegrass
	Epilobium watsonii var. franciscanum	Coast Cottonweed
	Ericameria ericoides	False Heather
	Eriogonum parvifolium	Dune Buckwheat
	Eriophyllum stacadiifolium	Lizard Tail
**	Erysimum menziesii	Menzies Wallflower
	Eschscholzia californica var. maritima	California Poppy
	Galium aparine	Goose Grass
****	Genista ssp.	Genista (Broom)
***	Gilia tenuiflora ssp. arenaria	Dune Gilia
	Graminae (5)	N/A
	Juncus effusus var. brunneus	N/A
**	Layia carnosa	Dune Layia
	Linaria canadensis var. texana	Toad Flax
	Lotus scoparius	Deer Brush
	Lupinus arboreus	Bush Lupine
*	Lupinus Tidestromii	Tidestroms Lupine
	Marah fabaceus	Common Manroot
	Melilotus alba	White Sweet-Clover
****	Oxalis Pes-caprae	Bermuda Buttercup
	Phacelia malvaefolia	Stinging Phacelia
	Pinus radiata	Monterey Pine
	Plantago coronopus	Cut-Leaved Plantain
	Plantago maritima var. californica	California Plantain
	Poa douglasii	Douglas' Poa
	Polygonum paronychia	Beach Knotweed
	Potentilla egedii var. grandis	Silverweed

Forest Maintenance Standard  
Indian Village Annex Parcel

Page 13

Pteridium aquilinum var. pubescens  
Ranunculus californicus  
Rhamnus californica  
Rhus diversiloba  
Ribes sanguineum  
Rubus ursinus  
Rumex salicifolius  
Salix lasiolepis  
Scirpus cernuus var. californicus  
Scirpus microcarpus  
Senecio vulgaris  
Spergularia rubra  
Stellaria media  
Tillaea erecta  
Typha latifolia

Western Bracken  
Buttercup  
Coffeeberry  
Poison Oak  
Flowering Current  
Pacific Blackberry  
Willow Dock  
Arroyo Willow  
Panicked Clubrush  
Slender Clubrush  
Common Groundsel  
N/A  
Common Chickweed  
Sand Pygmy  
Broad-Leaved Cut-Tail

- \* Endangered species present on property.
- \*\* Endangered species known to have been on property but not found in the plant investigation.
- \*\*\* Endangered species which is present nearby, but not discovered on property. Must be looked for in April.
- \*\*\*\* Non-native species.

EXHIBIT D  
TO OFFER TO DEDICATE CONSERVATION EASEMENT

Recording Requested By And  
When Recorded Mail To:

---

CERTIFICATE OF ACCEPTANCE  
OFFER TO DEDICATE CONSERVATION EASEMENT

This is to certify that \_\_\_\_\_ hereby  
accepts the Offer to Dedicate Conservation Easement executed by  
Pebble Beach Company on \_\_\_\_\_, 1989, and  
recorded on \_\_\_\_\_, 1989, in Reel \_\_\_\_\_,  
Page \_\_\_\_\_, of the Official Records in the Office of the Recorder  
of Monterey County.

DATED: \_\_\_\_\_

By \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF MONTEREY )

On \_\_\_\_\_, before the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ (title), known to me to be the \_\_\_\_\_ of the \_\_\_\_\_ and known to me to be the person who executed the within instrument on behalf of \_\_\_\_\_, and acknowledged to me that such executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

**ACKNOWLEDGMENT BY CALIFORNIA COASTAL COMMISSION**

This is to certify that \_\_\_\_\_ is a public agency or private association acceptable to the Executive Director of the California Coastal Commission to be Grantee under the above described Offer to Dedicate.

DATED: \_\_\_\_\_  
Executive Director  
California Coastal Commission

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ (title) of the California Coastal Commission and known to me to be the person who executed the within instrument on behalf of said Commission, and acknowledged to me that such Commission executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

Joseph F. Pitta  
Monterey County Recorder  
Recorded at the request of  
State of California

CRKARINA  
11/08/1999  
12:44:13

RECORDING REQUESTED BY:  
Paul D. Guillion for Del Monte  
Forest Foundation

WHEN RECORDED MAIL TO:  
California Coastal Commission  
45 Fremont Street, Suite 2000  
San Francisco, CA 94105-2219

STATE OF CALIFORNIA OFFICIAL BUSINESS

Document entitled to free recordation pursuant  
to Government Code section 27383

DOCUMENT: 9982963



0009982963

Titles: 1/ Pages: 2

Fees  
Taxes  
Other...  
AMT PAID

**CERTIFICATE OF ACCEPTANCE  
OFFER TO DEDICATE CONSERVATION EASEMENT**

This is to certify that the Del Monte Forest Foundation hereby  
accepts the Offer to Dedicate Conservation Easement executed by  
Pebble Beach Company on March 27, 1989, and recorded on April 3,  
1989, in Reel 2347, Page 306, of the Official Records in the Office  
of the Recorder of Monterey County.

DATED: April 19, 1999

DEL MONTE FOREST FOUNDATION

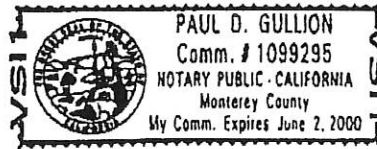
By James J. Hill, III  
James J. Hill, III, President

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF MONTEREY )

On April 19, 1999, before me, PAUL D. GULLION, personally  
appeared JAMES J. HILL, III, President of the Del Monte Forest  
Foundation and personally known to me to be the person whose name  
is subscribed to the within instrument and acknowledged to me that  
he executed the same in his authorized capacity, and that by his  
signature on the instrument the person, or the entity upon behalf  
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Paul D. Gullion





Joseph F. Pitta  
 Monterey County Recorder  
 Recorded at the request of  
**State of California**

CRKARINA  
 11/08/1999  
 12:44:13

RECORDING REQUESTED BY:  
 Paul D. Guillion for Del Monte  
 Forest Foundation  
 WHEN RECORDED MAIL TO:  
 California Coastal Commission  
 45 Fremont Street, Suite 2000  
 San Francisco, CA 94105-2219  
 STATE OF CALIFORNIA OFFICIAL BUSINESS  
 Document entitled to free recordation pursuant  
 to Government Code section 27383

DOCUMENT: **9982963**




Titles: 1/ Pages: 2  
 Fees  
 Taxes  
 Other  
 AMT PAID

**CERTIFICATE OF ACCEPTANCE  
 OFFER TO DEDICATE CONSERVATION EASEMENT**

This is to certify that the Del Monte Forest Foundation hereby accepts the Offer to Dedicate Conservation Easement executed by Pebble Beach Company on March 27, 1989, and recorded on April 3, 1989, in Reel 2347, Page 306, of the Official Records in the Office of the Recorder of Monterey County.

DATED: April 19, 1999

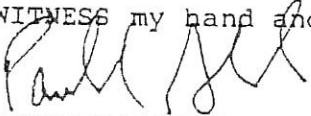
DEL MONTE FOREST FOUNDATION

By   
 James J. Hill, III, President

STATE OF CALIFORNIA )  
 )ss.  
 COUNTY OF MONTEREY )

On April 19, 1999, before me, PAUL D. GULLION, personally appeared JAMES J. HILL, III, President of the Del Monte Forest Foundation and personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
 \_\_\_\_\_

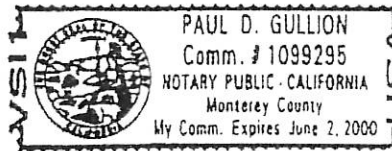


EXHIBIT D.2

REEL 2907 PAGE 220

Recording Requested By:

PEBBLE BEACH COMPANY  
Sunridge and Lopez Roads  
P.O. Box 1767  
Pebble Beach, CA 93953

When Recorded Return To:

Del Monte Forest Foundation  
Forest Lake and Lopez Roads  
Pebble Beach, CA 93953

Mail Tax Statement To:

Del Monte Forest Foundation  
Forest Lake and Lopez Roads  
Pebble Beach, CA 93953

R	//
M	1
RF	9
TC	8
T	29

Recorded at the Request of  
CHICAGO TITLE

FEB 10 1993

8:00 A.M.  
MONTEREY COUNTY RECORDER

09859

DOCUMENTARY TRANSFER TAX \$	0
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,	
OR COMPUTED ON FULL VALUE LESS LIENS AND	
ENCUMBRANCES REMAINING AT TIME OF SALE	
<i>Chicgo Title</i>	

PARTNERSHIP GRANT DEED

This transfer is a GIFT.  
No Consideration

I. GRANT

PEBBLE BEACH COMPANY, a California general partnership, hereinafter referred to as "Grantor", hereby grants to the DEL MONTE FOREST FOUNDATION, INC., a nonprofit California corporation, hereinafter referred to as "Grantee", subject to taxes, conditions of record, and other covenants, conditions, and restrictions as hereinafter set forth, that certain real property located in the County of Monterey, State of California, more particularly described in attached Exhibit A (the "Property").

II. COVENANTS, CONDITIONS, AND RESTRICTIONS

A. Grantor is the owner of that certain real property located in the County of Monterey, State of California, more particularly described as Parcel B as shown on that certain Parcel Map filed May 15, 1989, in Volume 14 of Parcel Maps at Page 34, Official Records of Monterey County, California ("Parcel B").

B. Grantor hereby declares that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, sold, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be for the direct benefit of Grantor and of all real property owned by Grantor within 300 feet of the Property, including, without limitation, Parcel B (the "Benefitted Properties"), and are

1

This instrument filed for record by Chicago Title Company a California Corporation as an accommodation only It has not been examined as to its execution or as to its effect upon the title.

established and agreed upon for the purpose of enhancing and protecting the views from and the attractiveness and desirability of the Benefitted Properties. All such covenants, conditions, and restrictions shall run with the Property, shall be binding upon all parties having or acquiring any right, title, or interest in or to the Property or any part of the Property, and shall be for the benefit of Grantor, its successors and assigns, and of all parties having or acquiring any right, title, or interest in or to the Benefitted Properties or any part of the Benefitted Properties:

1. The Property shall not be used or improved for any purpose whatsoever except for such uses and improvements as are consistent with the purposes, functions, and objectives of Grantee, as a nonprofit conservation organization, and as are authorized by the Articles of Incorporation, Bylaws, and other official action of Grantee for the use and improvement of real property owned by Grantee. The intent of this limitation is for the Property to be held, used, and improved by Grantee as an integral part of real property held by Grantee for conservation purposes, including the use of the Property by the Grantee for its offices. This provision shall not prevent Grantee from constructing improvements on the Property, provided, however, that the use of such improvements shall be devoted to activities associated with the conservation purposes of Grantee.

2. The Property shall be managed and maintained in accordance with the standards of the Forest Maintenance Standard for the Indian Village Annex Parcel, dated March 22, 1989, and attached as Exhibit "C" to the Offer to Dedicate Conservation Easement recorded on April 3, 1989, in Reel 2347, Page 306 of the Official Records of Monterey County, California, to the extent applicable to the Property.

3. Grantor has established and there currently exists within the Del Monte Forest area of unincorporated Monterey County, California, an Architectural Control Board (the "Board") with the powers set forth below:

(i) The Board has the power to adopt, amend, and repeal rules and regulations to implement and interpret its purposes as set forth herein (collectively "Board Rules"). All Board Rules shall be specifically enforceable in accordance with the power hereby granted as though the Board Rules were fully set forth herein.

(ii) No septic tank, fence, access road, building, or other improvement of any kind, including, without limitation, landscaping or the like, shall be erected, placed, altered, or refinished on the Property until it has been approved in writing by the Board. The review of the Board shall be for the purpose of examining appearance and design compatibility only, and such factors as size, design, view, effect on other property owners,

disturbance of existing terrain and vegetation, location with respect to designated setback requirements, color, and matters of similar import shall be considered.

(iii) No application for a building permit with respect to the Property shall be made until a submission for approval has received design approval from the Board.

(iv) The Board shall specify in the Board Rules the format of and documents required for a submission for approval. The Board may require that a submission for approval be accompanied by a fee, in an amount set by the Board in its reasonable judgment.

(v) The Board may conditionally approve any submission to it. It may impose reasonable conditions on its approval only to the extent that such conditions are reasonably related to the review purposes set forth herein.

(vi) In the event the Board fails to approve, conditionally approve, or disapprove a submission which has been made in accordance with the Board Rules within thirty (30) days from the date of the submission to the Board, approval shall be deemed to have occurred; provided, however, that the Board may extend the time for such approval for a maximum of ninety (90) days from the date of submission by majority vote of those Board members who were in attendance at the meeting at which such vote was taken, and a quorum shall not be required for such action.

(vii) In the event work has not begun pursuant to a final or conditional approval within one (1) year from the date of any such approval by the Board, such approval shall be deemed revoked; provided, however, that the Board may in its sole discretion grant an extension to such time period for good cause and upon written application for such extension.

(viii) Neither the Board nor any member of the Board shall be liable to the Grantor or the Grantee, or their respective successors or assigns, for any damage, loss, or prejudice suffered or claimed on account of (i) the approval of any plans, drawings, specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, or (iii) the development or manner of development of the Property.

(ix) All construction, including landscaping, shall be completed within twelve (12) months from the date of the issuance of the building permit for such construction; provided, however, that the Board may in its sole discretion grant an extension of such time period for good cause and upon written application for such extension.

4. No trees located upon the Property shall be cut or removed with the written consent of Grantor and the proper governmental permits.

5. No sign of any kind shall be displayed to the public view from the Property without the prior written consent of Grantor and the proper governmental permits.

6. Invalidation of any one of these covenants, conditions, and restrictions by judgment or court order shall in no way affect any of the other provisions herein, all of which shall remain in full force and effect.

### III. EASEMENT RESERVATIONS

Grantor, for itself and its successors and assigns, hereby reserves the following easements over and under the Property.

A. An easement in and over that portion of the Property within the boundaries of that certain "60' Wide Private Driveway" on the Record of Survey Map Showing Lot Line Adjustment Between Parcel "A" and "B", filed for record on November 24, 1992, in Volume 17 of Survey Maps at Page 168, Official Records of Monterey County, California, for the purpose of constructing, maintaining, using, and operating a road to provide full vehicular and pedestrian ingress and egress to and through the Property to L.U.P. Development Area L, Parcel B, all subject to and in accordance with the requirements of all governmental authorities, provided, however, that such easement shall be extended to and shall cover additional portions of the Property if necessary to comply with any governmental requirements for the use of the easement as a road serving L.U.P. Development Area L and Parcel B or for the development of L.U.P. Development Area L and Parcel B by Grantor and if such extension causes no unreasonable interference with Grantee's use of the Property. Grantee understands and agrees that such easement is intended to serve the residential or other development of L.U.P. Development Area L and Parcel B.

B. Easements for the installation and repair and maintenance of pole lines, pipelines, and/or conduits for the transmission of electricity, gas, water, sewer, telephone, cable television, or other similar service and for open culverts for the conveyance of surface water. The location of the easements for the pole lines, pipelines, conduits, and open culverts shall be as reasonably determined by Grantor, provided, however, that the location of all such easements shall not unreasonably interfere with Grantee's use of the Property.

**IV. ENFORCEMENT**

**REEL 2907 PAGE 224**

1. The covenants, conditions, restrictions, and easements contained herein shall be enforceable against Grantee, its successors and assigns.

2. Grantor and its agents shall have the right to enter upon the Property at all reasonable times to determine whether the covenants, conditions, restrictions, and easements of this Deed are being complied with. If Grantor believes that Grantee is in breach, notice of such breach may be given by recordation in the Office of the County Recorder of Monterey County and by delivering a copy of such notice to the office of Grantee. If Grantee fails to commence action to reasonably remedy the deficiencies specified in Grantor's notice within thirty (30) days of such notice, or if Grantee fails thereafter to diligently pursue and complete such remedial action, Grantor may avail itself of the legal and equitable remedies provided in subparagraph 3 below.

3. Grantor may bring any action in court necessary to enforce the covenants, conditions, restrictions, and easements of this Deed, including, without limitation, an action for damages or an injunction to terminate any use or activity contrary to the covenants, conditions, restrictions, or easements of this Deed and to enforce the restoration of all damage caused by or resulting from such use or activity. The foregoing enforcement proceedings are not exclusive and Grantor may pursue any other appropriate legal and equitable remedies available. No such action brought or judgment rendered thereon shall be construed as a bar to any other action or succeeding breaches. The prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party to such action and an application shall be made to the court to tax costs awarded to the prevailing party. No forbearance on the part of Grantor to enforce the covenants, conditions, restrictions, and easements of this Deed, in the event of any breach, shall be deemed a waiver of Grantor's rights regarding any subsequent breach.

The words "Grantor" and "Grantee", as used in this Deed, shall include heirs, administrators, successors, and assigns.

Executed this 4<sup>th</sup> day of February, 199~~7~~<sup>3</sup>.

**PEBBLE BEACH COMPANY,**  
a California general partnership

By: **CYPRESS I COMPANY**  
a Delaware corporation

Its: General Partner

By:   
Paul C. Leach

Its: Vice President, Treasurer &  
Secretary

By: CYPRESS II COMPANY  
a Delaware corporation

Its: General Partner

By: Paul C. Leach  
Paul C. Leach

Its: Vice President, Treasurer &  
Secretary

DEL MONTE FOREST FOUNDATION, INC.

By: William C. Penick

Print Name: William C. Penick

Its: President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

State of California

County of Monterey

REEL 2907 PAGE 226

On 2/04/93 before me, THERESA M. ELARMO

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared PAUL C. LEACH

NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Theresa M. Elarmo

SIGNATURE OF NOTARY

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

VP, Treasurer & Secretary

TITLE(S)

- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

Cypress I Company and

Cypress II Company, a Delaware corporation

**OPTIONAL SECTION**

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Partnership Crnt Deed

NUMBER OF PAGES 7 DATE OF DOCUMENT 2/04/93

SIGNER(S) OTHER THAN NAMED ABOVE William C. Penick

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

State of California

County of Monterey

**REEL 2907 PAGE 227**

On 2/04/93 before me, THERESA M. ELARMO  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared WILLIAM C. PENICK  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Theresa M. Elarmo  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

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- INDIVIDUAL
- CORPORATE OFFICER(S)  
President  
TITLE(S)
- PARTNER(S)  LIMITED  
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Del Monte Forest  
Foundation, Inc.

**OPTIONAL SECTION**

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Partnership Crant Deed  
NUMBER OF PAGES 7 DATE OF DOCUMENT 2/04/93  
SIGNER(S) OTHER THAN NAMED ABOVE Paul C. Leach

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

DESCRIPTION OF REAL PROPERTY

Certain real property situate in El Pascadero Rancho, County of Monterey, State of California, particularly described as follows:

BEGINNING at the Southwesterly terminus of that certain Course "(R) N. 18° 49' 45" E., 182.65 feet", said terminus also being a point on the Northerly line of that certain 60 foot wide Driveway Easement, as said Course and Easement are shown on that certain Parcel Map filed May 15, 1980 in Volume 14 of Parcel Maps at Page 34, Official Records of Monterey County, California; thence leaving said line and running along said Course, said Course also being a part of the Northwesterly boundary of that certain 59.59 acre parcel shown and designated as "Parcel B" on said Map,

- (1) N. 18° 49' 45" E., 181.96 feet (shown on said Map as 182.65 feet); thence
- (2) N. 78° 33' 30" W., 186.24 feet; thence leaving said boundary
- (3) S. 58° 24' 50" W., 72.46 feet; thence
- (4) S. 42° 15' 00" W., 109.00 feet; thence
- (5) S. 47° 45' 00" E., 104.09 feet; thence
- (6) S. 83° 33' 06" E., 103.20 feet; thence
- (7) N. 42° 15' 00" E., 11.79 feet to a point on said Northerly line; thence along said line
- (8) Easterly, 73.55 feet along the arc of a non-tangent curve to the right having a radius of 430.00 feet whose center bears S. 09° 01' 43" W., through a central angle of 09° 48' 02" to the Point of Beginning and being a portion of said Parcel "B".

The real property conveyed by this deed is shown as that certain 1.02 acre area between the original lot line and the adjusted lot line on that certain Record of Survey Map Showing Lot Line Adjustment between Parcels "A" and "B", recorded on November 24, 1992, in Volume 17 of Survey Maps at Page 168, Official Records of Monterey County.

**EXHIBIT E**

**PROJECT CORRESPONDENCE**

Del Monte Forest Foundation  
3101 Forest Lake Road  
Pebble Beach, CA 93953  
May 9, 2011

Fee Waiver Justification;

The 21.04 acre property proposed for subdivision would be returned to its configuration that previously existed prior to 1993, that is, a 20.02 acre parcel of hiking trails and community picnic grounds (called Indian Village) and 1.02 acre parcel surrounding a small cottage referred to locally as the "Ginger Bread House"

Ginger Bread House is currently unoccupied and in a vandalized state of disrepair that precludes its use for any purpose. Although the Del Monte Forest Foundation already has an approved Coastal Development Permit (PLN060238), the Foundation does not have the funds to restore the cottage. However, there is known, well qualified potential for private investment in the property as well as income for Del Monte Forest Foundation through a sale or lease, but only if the property were situated on a legal lot of record for which fee title could be provided and property and liability insurance parameters defined.

The parcel contains a legal non-conforming residential land use within a Resource Conservation zone but is burdened with a deed restriction allowing only "office" use. This inappropriate and inaccurate land use designation would be eliminated or minimized by approval of the subdivision request. (Fee Waiver Policy 9)

Subdivision and reclassification would bring the property into consistency with existing R-1 land use designation in the immediate area but still preserve the strict conservation conditions attached to the approved Coastal Development Permit. (Fee Waiver Policy 5)

Sale or lease of the 1.02 acre property would provide Del Monte Forest Foundation with increased ability for development, enhancement, expansion and modification of needed community facilities, not only in Indian Village community picnic area, but throughout the hiking and bridle trails of the 700 acres of open space benefiting the public and for which our not-for-profit 501 (3c) organization is responsible. (Fee Waiver Policy 8)

This is a costly responsibility. Our sole source of limited funds to accomplish this mission is private contributions. We respectfully request the County of Monterey waive the fees for this minor subdivision application.

ZJLIII, 5/9/2011

# MONTEREY COUNTY

## RESOURCE MANAGEMENT AGENCY

Benny J. Young, Director  
Carl P. Holm, AICP, Deputy Director



---

Michael A. Rodriguez, C.B.O., Chief Building Official  
Michael Novo, AICP, Director of Planning  
Robert K. Murdoch, P.E., Director of Public Works

168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
<http://www.co.monterey.ca.us/rma>

Del Monte Forest Conservancy  
c/o Zigmont J Le Towt III  
3101 Forest Lake Rd  
Pebble Beach, CA 93953

April 4, 2014

Re: PLN140148 – Pebble Beach Company/Del Monte Forest Conservancy Lot Line Adjustment

Mr. Le Towt:

We have submitted your Lot Line Adjustment proposal to the California Coastal Commission for review in regards to compatibility with their Conservation Easement which was recorded on the property on April 3, 1989 (Reel 2347 Page 306). Their response is as follows:

The easement is clear that the use of the structure is to be for support of the maintenance and educational programs of the DMFF and not for private residential use (p. 10 of Exh. C: " In the event the building structures and associated building facilitates (sic) are utilized by DMFF, the use of the structures shall be limited to the support of the maintenance and educational programs of the DMFF, including housing for DMFF staff and related DMFF administrative functions..." It's clear to us that the easement would prohibit any portion of the area being part of a residential lot, which would introduce a number of conflicts with the intent of the easement – the 1-acre lot basically becomes a residential backyard, which was never envisioned or intended by the easement. ...we continue to believe that the easement and current zoning prohibit subdivision or LLA for residential use.

County Staff concurs with the determination from the Coastal Commission. As you are also probably aware, the 1993 Partnership Grant Deed (Reel 2907 Page 220-228), through which the Gingerbread House and surrounding property was granted by the Pebble Beach Company to the Del Monte Forest Foundation, notes in Section II (Covenants, Conditions and Restrictions), Item 2:

"The property shall be managed and maintained in accordance with the standards of the Forest Maintenance Standard for the Indian Village Annex Parcel, dated March 22, 1989, and attached as Exhibit "C" to the Offer to Dedicate Conservation Easement recorded on April 3, 1989, in Reel 2347, Page 306 of the Official Records of Monterey County, California, to the extent applicable to the property."

County Staff cannot recommend approval of your proposed Lot Line Adjustment due to the restrictions imposed by the 1989 Coastal Commission Conservation Easement. If you wish to discuss a potential amendment to the Conservation Easement, the Coastal Commission can be reached at:

725 Front Street, Suite 300  
Santa Cruz, CA 95060-4508  
(831) 427-4863

Our primary point of contact at the Commission has been Katie Butler.

We also have some concerns regarding the project's compatibility with the underlying "Resource Conservation" (RC) zoning, the purpose of which is described in our Coastal Zoning Ordinance:

The purpose of this Chapter is to provide a district to protect, preserve, enhance, and restore sensitive resource areas in the County of Monterey. Of specific concern are the highly sensitive resources inherent in such areas such as viewshed, watershed, plant and wildlife habitat, streams, beaches, dunes, tidal areas, estuaries, sloughs, forests, public open space areas and riparian corridors. The purpose of this Chapter is to be carried out by allowing only such development that can be achieved without adverse effect and which will be subordinate to the resources of the particular site and area.

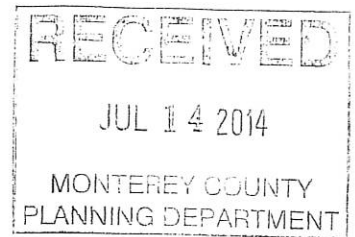
Finally, there are two separate methods by which your Fee Waiver Request may be processed. Let us know which you would prefer to pursue:

- a. Process Waiver and Application Concurrently. Applicant must pay the full fee concurrently with the application submittal. The waiver will be processed concurrently with the project so that both items go to hearing at the same time. Any fees waived by the Planning Commission shall be refunded within thirty days of the final action.
- b. Process Waiver before Application. Submit the Fee Waiver before submitting an application. If an application is submitted, it shall be held incomplete until action is taken on the fee waiver and, if required, the fees are paid. The Department policy is that requests shall be set for hearing before the Planning Commission within 30 days of submittal.

Thanks,



Steve Mason  
Associate Planner  
Monterey County RMA - Department of Planning  
(831) 755-5228  
masons@co.monterey.ca.us



## Del Monte Forest Conservancy

Mr. Steve Mason  
Monterey County Resource Management Agency, Planning Dept  
167 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

July 2, 2014

Dear Steve:

Re: PLN140148 Lot Line Adjustment

A preliminary Lot Line Adjustment application dated February 19, 2014, was submitted jointly by Pebble Beach Company and Del Monte Forest Conservancy. This was followed by our Fee Waiver Request dated February 27, 2014. You mentioned on May 12 that you had recommended approval of the fee waiver.

We understand that such requests are normally submitted to the Planning Commission or Board of Supervisors for final approval within thirty days. We have been awaiting final approval before proceeding with the substantial and expensive work to prepare the formal Lot Line Adjustment Application.

In the mean time the attention of executives from both Pebble Beach Company and Del Monte Forest Conservancy were focused on your letter to me which was dated April 4, 2014. Considerable discussion ensued after which it was determined that there seems to be a general misunderstanding as to the intent and purpose of our joint lot line adjustment request. Hence, a response to your letter is required and is stated below.

(Administrative notes: 1. Monterey County and the California Coastal Commission (CCC) continue to use DMFF as a convenient abbreviation for our organization. Since the official name change to "**Del Monte Forest Conservancy**," our members use the abbreviation DMFC. This abbreviation will be used herein. 2. Pebble Beach Company and DMFC are co-applicants. Please ensure copies of correspondence are also directed to Mr. Mark Stilwell, Exec. V.P., Pebble Beach Company, PO Box 1767, Pebble Beach, CA 93953, or [stilwelm@pebblebeach.com](mailto:stilwelm@pebblebeach.com).)

On February 19, 2014 Del Monte Forest Conservancy (DMFC) and Pebble Beach Company (PBCo) submitted a joint application for a lot line adjustment to delineate as a separate lot that 1.02 acre property described in the PARTNERSHIP GRANT DEED recorded on February 10, 1993. The 1.02 acre property was a gift from Pebble Beach Company to DMFC and has come to be known as the Gingerbread House property (GBH).

The following comments and information are in response to a letter dated April 4, 2014 from Steve Mason, Associate Planner, County of Monterey. The letter states, in part:

We have submitted your Lot Line Adjustment proposal to the California Coastal Commission for review in regards to the compatibility with their Conservation Easement which was recorded on the property on April 3, 1989 (Reel 2347 Page 306). Their response is as follows:

The easement is clear that the use of the structure is to be for the support of the maintenance and educational programs of the DMFF and not for private residential use (p.10 of Exhibit C: *"In the event the building structure and associated building facilities (sic) are utilized by DMFF, the use of the structures shall be limited to the support of the maintenance and educational programs of the DMFF, including housing for DMFF staff and related DMFF administrative functions..."*

**Analysis, comment and rebuttal:**

1. Directors of DMFC question the propriety of the County submitting a proposal on our behalf to the CCC, especially when it was determined in June, 2013 that CCC had little or no interest in minor lot line adjustments or subdivision of this nature.
2. Regarding the phrase *"compatibility with their Conservation Easement..."* the easement does not belong to the CCC. The easement was granted by the Pebble Beach Company to DMFC.
3. The writer's first sentence is not correct. It is NOT clear. The key words here are, *"In the event the building... utilized by DMFF..."* "In the event" means "IF." But this event never happened. DMFC does not and has never utilized the building for its own purposes. Therefore the suggestions for use quoted by the writer of this paragraph are neither applicable nor restrictions.
4. The offer of easement was recorded on April 3, 1989. It was accepted by DMFC on April 19, 1999, ten years and sixteen days later. The easement document contains three exhibits, Exhibit A, B, and C. Page 1 of Exhibit A contains the written legal description of the area under conservation. Page 2 of Exhibit A contains a written legal description of an area excepted and exempt from terms of the easement. This excepted area is the cottage (GBH) and the concrete foundation, and a perimeter band of 20 feet surrounding it. Exhibit B is a map showing the three parcels included in the easement: APN007-391-21, APN007-381-09, and APN008-021-07. (These three parcels are often referred to as "Indian Village Annex.") A heavy dark line is drawn around the excepted area, and a note in heavy upper case type and an arrow pointing at the area states **NOT A PART**.
5. Exhibit C is called "FOREST MAINTENANCE STANDARD... 1989" (FMS). It is an eleven page list of basic and specific maintenance procedures to be taken in care of the easement area. Oddly, while Exhibits A and B exempt the GBH area from the easement, Exhibit C applies one of the basic standards to it: Category III-Developed Area *"Eliminate invading exotic species..."* and *"Manage boundary areas..."* As a minor technical point, maintenance of the GBH area exempted by the easement of 1989 did not become the responsibility of DMFC until Feb 10, 1993 when the Partnership Grant Deed gifted both the cottage and surrounding 1.02 acres from Grantor Pebble Beach Company to Grantee DMFC. The CC&R's in the Grant Deed specifically charged the Grantee (DMFC) with conforming to the Forest Maintenance Standard of 1989.
6. The writer of the paragraph conveniently neglects to quote other portions of the document (Exhibit C, Reel 2347, p. 10): *"...the developed area contains a single family residence... and is zoned and used for residential purposes. This use is anticipated to continue..."*



The CCC writer goes on to say:

It's clear to us that the easement would prohibit any portion of the area being part of a residential lot, which would introduce a number of conflicts with the intent of the easement — the 1-acre lot basically becomes a residential backyard, which was never envisioned or intended by the easement... we continue to believe that the easement and current zoning prohibit subdivision or LLA for residential use.

**Analysis, comment and rebuttal:**

1. This statement is also incorrect. It is NOT clear. A significant portion of the area is already a residential lot as noted above in the easement document in the section entitled **Developed Area** 1) page 10 of Exhibit C, Reel 2347. Furthermore, neither Pebble Beach Company nor DMFC are asking, nor have we ever asked, that any other portion of the lot be designated for residential use. All CC&R's that exist now would continue to exist.
2. The writer comments "...the 1-acre lot basically becomes a residential backyard..." This is fuzzy logic. If there is concern that a small portion of the proposed lot becomes "a residential backyard," then the existing situation should be of even more concern because the residence presently sits at the western end of a 21.04 acre parcel so the so called "residential backyard" is currently 20.02 acres (21.04 – 1.02). This is precisely why the lot line adjustment must be approved. It will not only reduce the area around the residence that has to be closely supervised, but also increase the number of maintenance categories from one (presently Category III) to four (II, III, X, XI), all for the benefit and protection of the easement.
3. The easement and current zoning DO NOT "prohibit subdivision or LLA for residential use." It has already been established in Exhibit C, Reel 2347, p. 10 that the area contains a residence and is zoned for residential purposes. The cottage has been a residence for seventy-three years. Furthermore, there are literally dozens of private properties in Del Monte Forest that have scenic or conservation easements placed on them. In no case has the property owner been required to surrender the easement area because it is a "residential backyard."
4. The CCC and County writers of the letter fail to understand the difference between the use of property and legal description of property. DMFC has never requested a change in use of any part of this property to residential use and does not intend to do so. After the lot line adjustment is approved, all the CC&R's will remain in effect. All the requirements of the easement will remain in place.

The County refers to the maintenance requirements of Exhibit C of the easement and the Resource Conservation zoning.

**Analysis, comment and rebuttal:**

The DMFC does not need to be reminded of the maintenance requirements of the easement. When the GBH property was transferred from Pebble Beach Company to DMFC in 1993, the cottage was occupied by a tenant. The tenant continued to live there until some time in 2003 when she was required to vacate because the deteriorating condition of the structure made it uninhabitable. Thereafter it became clear to the directors of DMFC that they had a serious matter with which to contend. A source of funds to make the substantial upgrades needed not only for the structure but also for the surrounding grounds was of great concern. Nevertheless, plans

were made to restore the structure. It was soon learned that Monterey County and CCC insisted on a Coastal Development Permit or Combined Development Permit before work could begin. The officers and directors took up the challenge. But it took five years and thousands of dollars to satisfy the government agencies before the CDP was approved on September 25, 2008 (then extended for two additional years in 2010). In retrospect, DMFC had been placed in the ludicrous position of having to get permission from the bureaucracy to do what they were already bound to do under the terms of the easement and grant deed.

At the time the restoration project was begun, much of the area of the 1.02 acre parcel of the Grant Deed had been designated as Monterey Pine Restoration Trial. But that same area was so infested with acacia longifolia, phacelia malvaefolia, and rhus diversiloba, that a human being literally could not walk through it let alone restore the pine forest. The area had to be masticated and cleared of these dangerous, non-native, and invasive, noxious plant species. This revealed the disease ridden hulks of fallen pine trees, victims of the pitch canker affliction, which also had to be removed before Monterey Pine Restoration could continue. All this work was time consuming and expensive.

The County planner points out *"We also have some concerns regarding the project's compatibility with the underlying "Resource Conservation" (RC) zoning"*

There is no **"project."** DMFC's application is for a lot line adjustment, the simple drawing and recording of a line on the map.

*"The purpose of this Chapter is to provide a district to protect, preserve, enhance, and restore sensitive resource areas in the County of Monterey .... The purpose of this Chapter is to be carried out by allowing only such development that can be achieved without adverse effect and which will be subordinate to the resources of the particular site and area"*

There is no **"development."** Nothing is to be changed from that which is required by the Conservation Easement of 1989 or the Grant Deed of 1993.

What is clear is that County and CCC staff does not understand the nature of the DMFC and Pebble Beach Company lot line adjustment or the difference between the intended use of a property and the legal description of a property.

Here are the reasons a lot line adjustment must be approved so that the Gingerbread House and its surrounding 1.02 acres stand as a separate legal parcel:

### **1. Insurance.**

DMFC intends to rent the cottage in order to produce the income it badly needs to care for the nearly 1400 acres of land, open space, scenic and conservation easements, recreational areas, hiking and equestrian trails under its supervision and for the support of the maintenance and educational programs of the DMFC. **Any tenant in the cottage will be required to carry renter's insurance. Or DMFC will be required to carry extended insurance to cover a tenant's actions. Insurance companies are already expressing reluctance to provide such insurance because the cottage sits on a 21.04 acre parcel, most of which is exposed to uncontrolled public access.**

### **2. Zoning.**

It has already been established by the easement and deed documents that the Gingerbread House is a residence and the area around it is zoned for residential use. **The standard lot size in the area is one acre.** The 1.02 acre parcel granted to DMFC in 1993 adjoins and is immediately adjacent to an 18.5 acre parcel which was recently approved for ten residential lots, which are owned by Pebble Beach Company (a co-applicant for the lot line adjustment). GBH will become a member of this residential community and should have a lot size consistent with other properties in the area.

### **3. Compliance with Forest Maintenance Standard (FMS)**

There is a conflict between the language of the Conservation Easement and the Forest Maintenance Standard which is a part of the Easement. **The Forest Maintenance Standard on one hand purports to apply Category III to the Gingerbread House and surrounds (GBH) while, in the same breath, states that the GBH is excluded from the Easement. This conflict will be resolved with approval of the lot line adjustment.** This will facilitate application of Category III: *“Eliminate invading exotic species...”* and *“Manage boundary areas...”*

After the Grant Deed of 1993, certain portions of the 1.02 acres became subject to additional categories of the FMS: **Category II** includes *“Manage boundary areas...”*, *“Develop self guided walking trails...”* and *“Restrict pedestrian access...”* These three requirements present conflicting conditions. There already exist self guided walking trails immediately along side boundary areas that are supposed to restrict pedestrian access. For example, areas designated for pine forest restoration and areas botanists have suggested may be habitat for rare plant species can be found along the proposed lot lines. But no means presently exist to delineate the three. Hikers and equestrians are frequently observed wandering about freely off the trails. **Approval of the requested north and east lot lines would facilitate use of signage, fencing or other physical means to delineate the accessible areas from the restricted areas.**

### **4. Compliance with CC&R’s of the Grant Deed**

Section II B of the Grant Deed recites six CC&R’s *“... established and agreed upon for the purpose of enhancing and protecting the views from and attractiveness and desirability of the benefited properties...”* Paragraph II B 2 requires DMFC to comply with Exhibit C, Forest Maintenance Standard, 1989. FMS lists seven different categories of care and maintenance to be followed in managing the area referred to as the Indian Village Annex or benefited properties. But the three categories applicable to the area described in the Grant Deed (the GBH area) are distinctly different from the categories applicable to the other areas of the Indian Village Annex. Lack of a clear legal boundary between the GBH area and other areas of the Indian Village Annex make it more difficult for DMFC to follow the FMS guidelines in maintaining the property.

Furthermore, the Grantor, Pebble Beach Company, has the right to enter the Grant property to determine if the Grantee, DMFC, is complying with the CC&R’s, and to take enforcement action if they are not. Since neither Grantor nor Grantee wishes that situation to arise, and both wish the areas of maintenance responsibility to be clearly defined, they have joined as co-applicants for the necessary lot line adjustment.

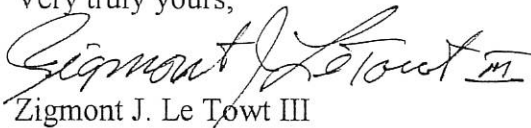
### **5. Logical Correction of an Unintended Consequence**

The Grant Deed of 1993 contains a legal description of the 1.02 acres that were gifted from Pebble Beach Company to Del Monte Forest Conservancy. The written description includes the north and east lot lines which are the subject of DMFC and Pebble Beach Company's lot line adjustment request. But the recorded map of the Grant omitted these lines. The north and east lot lines must be restored and recorded so that the 1.02 acre parcel can again become a separate lot of record.

I trust this will clear up any misunderstanding about the intended use of the 1.02 acre lot to be created. There will be no "residential backyard." All maintenance, protection and restrictions requirements of the easement and grant deed will be diligently pursued with approval of the lot line adjustment. We must have special insurance coverage to cover this situation. We must generate rental income needed to take care of our vast holdings of recreational, scenic and sensitive areas. And we must have approval of the lot to clearly define our risk and responsibility.

Please advise when the fee waiver request has been given final approval. Please be prepared to expedite our lot line adjustment application after it is submitted.

Very truly yours,



Zigmont J. Le Towt III  
Director  
Del Monte Forest Conservancy

cc: Rick Srigley, President DMFC  
Mark Stilwell, Esq. V.P. PBCo  
Paul D. Gullion, Esq.  
Anne Leach, LOC

John Ford, Monterey County  
Resource Management Agency

David Potter, Supervisor 5<sup>th</sup> District

# MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Benny J. Young, Director  
Carl P. Holm, AICP, Deputy Director

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Michael A. Rodriguez, C.B.O., Chief Building Official  
Michael Novo, AICP, Director of Planning  
Robert K. Murdoch, P.E., Director of Public Works



168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
<http://www.co.monterey.ca.us/rma>

Del Monte Forest Conservancy  
C/o Zigmont J Le Towt III  
3101 Forest Lake Rd  
Pebble Beach, CA 93953

July 23, 2014

Re: PLN140148 – Pebble Beach Company/Del Monte Forest Conservancy Lot Line Adjustment

Mr. Le Towt:

The Director of Planning has approved your Fee Waiver Request.

The approach to proceeding with this application is still in question. It remains the position of the Monterey County Planning Department and the California Coastal Commission that the proposed Lot Line Adjustment is incompatible with the restrictions on development and use as detailed within the 1989 Conservation Easement (attached) which overlies the subject property. Further, the role of the County within the context of the Easement is outlined in Section VII (“Role of the County”) of the document:

“... the County shall have the right to enforce the terms of the Offer in the same manner as Grantee (as specified in paragraph VI) if enforcement by the County is necessary to insure that the terms of this offer are carried out...”

The County obligation is to enforce the Easement, however, ultimately the California Coastal Commission is the holder of the Easement.

The most prudent approach is to enter into discussion with the Coastal Commission for the purpose of amending the Conservation Easement with the intent that compatibility with the proposed Lot Line Adjustment might be achieved. The allowance for this option is referred to specifically in the wording of the Easement (“Section IX - Amendment”):

“...the conservation easement may be amended by the written agreement of Grantor, Grantee and the Executive Director of the Commission.”

Short of the Coastal Commission either agreeing to modify the Easement or finding that the Lot Line Adjustment to create a residential lot in the Conservation Easement is consistent with the Easement, County staff is in a position to recommend denial of the Lot Line Adjustment.

For the purpose of pursuing a viable solution, County staff is willing to assist with, and participate in, your discussions with the Commission.

Please let us know how you would prefer to proceed.

Sincerely,



Steve Mason  
Associate Planner  
Monterey County RMA - Department of Planning  
(831) 755-5228  
masons@co.monterey.ca.us

Attachment:

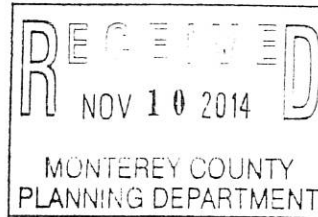
1989 Conservation Easement  
Letter from County to Del Monte Forest Conservancy dated April 4, 2014  
Lot Line Adjustment Application Request

Cc:

Mark Stilwell (Pebble Beach Company)  
Katie Butler (California Coastal Commission)

**CALIFORNIA COASTAL COMMISSION**

CENTRAL COAST DISTRICT OFFICE  
725 FRONT STREET, SUITE 300  
SANTA CRUZ, CA 95060  
PHONE: (831) 427-4863  
FAX: (831) 427-4877  
WEB: WWW.COASTAL.CA.GOV

**November 6, 2014**

John Ford  
Planning Services Manager  
Monterey County Resource Management Agency, Planning Department  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

***Subject: PLN140148 – Del Monte Forest Conservancy/Pebble Beach Company***

Dear Mr. Ford:

Coastal Commission staff is in receipt of the Planning Commission hearing notice for the Del Monte Forest Conservancy and Pebble Beach Company (Applicants) lot line adjustment for the "Gingerbread House" (PLN140148), continued from October 29, 2014 to November 12, 2014. We understand that the Applicants have requested a lot line adjustment in order to properly define the leasehold premises and obtain proper insurance coverage so as to make the Gingerbread House available as a private residential rental unit. The stated purpose of making the Gingerbread House a residential rental would be to produce needed income in furtherance of the Del Monte Forest Conservancy's conservation efforts in the Del Monte Forest. The purpose of this letter is to reiterate past Coastal Commission staff comments on the matter.

The parcels that are being requested for adjustment are subject to an existing conservation easement required by the Coastal Commission's approval of the Spanish Bay Resort (CDP 3-84-226). The stated primary purpose of the easement is "the permanent preservation of natural plant and wildlife habitat" and provides a list of allowed development and uses. Residential use is not provided as an allowed use on the property per the terms of the conservation easement. The permitted uses include "Such future construction, development and uses as may be permitted under the certified Monterey County Local Coastal Program Del Monte Forest Land Use Plan consistent with the primary purpose and intent to preserve and maintain the Preservation Property substantially as natural habitat open space under the provisions of this offer." First, the area is designated and zoned Open Space Forest and Resource Conservation, where residential use is not allowed. Second, even if it were an allowed use by the LUP and zoning, residential use is incompatible with the primary purpose and intent of the easement, which is the permanent preservation of natural habitat. Use of the property for private residential purposes conflicts with the intent of the easement because the entire new 1-acre lot would essentially become a residential backyard, which was never envisioned, intended, or allowed by the easement.

Furthermore, the easement acknowledges the presence of the existing structure (Gingerbread House) on the property and is clear that the use of the structure is to be for support of the maintenance and educational programs of the DMFF and not for private residential use (p. 10 of

Exh. C: "In the event the building structures and associated building facilitates (sic) are utilized by DMFF, the use of the structures shall be limited to the support of the maintenance and educational programs of the DMFF, including housing for DMFF staff and related DMFF administrative functions..."

We continue to believe that the easement and current zoning clearly prohibit subdivision or lot line adjustment to accommodate private residential use. Coastal Commission staff is also not supportive of any amendment to the easement that would allow for such use. Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Katie Butler".

Katie Butler

Coastal Planner

Central Coast District Office

cc: Zigmont J Le Towt III – Del Monte Forest Conservancy  
Mark Stilwell – Pebble Beach Company



# EXHIBIT F

LB120292

**ED MERCURIO, BIOLOGICAL CONSULTANT**  
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Taven Kinison-Brown, Senior Planner  
Monterey County Resource Management Agency  
Planning Department  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

April 3, 2012

**RE: Update of June 18, 2006 biological survey report and new survey for lot split for the Del Monte Forest Foundation Property, 1153 The Dunes Road, Pebble Beach, California 93953. APN 008-021-008.**

Dear Mr. Kinison-Brown

I surveyed the Del Monte Forest Foundation Property on March 26, March 28 and April 3, 2012.

#### **METHOD OF SURVEY**

I surveyed the entire property on foot, identifying plant and wildlife species and assessing possible impacts to biological values. I paid special attention to the area where development is proposed and to the areas where the proposed development could impact natural values.

#### **THE PROPERTY AND PROJECT**

This report constitutes an update of the June 18, 2006 biological survey report on the 1.02 acre lot containing the "Gingerbread House", and also a survey for the lot split of this property from the 22.2 acre Parcel A, which will now be 21.18 acres.

The 1.02 acre lot is roughly square-trapezoidal in shape and is divided into two primary zones. The western half is predominantly westerly sloping sand dunes stabilized by shrubs and herbaceous plants and the eastern half of this property is predominantly rather level Monterey pine forest with some sand dunes stabilized by Monterey pine forest. A shallow drainage, containing flowing water, and some swales containing wet soil were observed in the Monterey pine forest area at the time of this survey. This lot is approximately 1000 feet from the ocean shore.

The remaining 21.18 acre Parcel A is a rather level terrace on the south side of Seal Rock Creek which gradually increases in altitude towards the east and is crossed by a shallow north flowing drainage in its eastern portion. This drainage contained flowing water at the time of this survey. Parcel A is irregularly oval in shape with its long axis trending east-west and with a long narrow extension from the Indian Village Picnic Area reaching to near Stevenson Drive. Most of Parcel A is Monterey pine forest with understories of either shrubs or grasses primarily characteristic of the coastal terrace prairie plant community.

The dominant plant communities on the total property, using the terminology of the California Department of Fish and Game's Preliminary Descriptions of the Terrestrial Natural Communities of California by Robert F. Holland, are: Monterey pine forest, northern coastal scrub, coastal terrace

prairie, northern foredune vegetation, central dune scrub and vernal marsh. They are listed here in decreasing order of abundance. Mature Monterey pines are the dominant tree on the property and surrounding area. Coast live oaks are also present on the property. Herbaceous understory plants include native annual plants as well as non-native annuals. Native shrubs are present as understory in some portions of the Monterey pine forest area and they are numerous on the dunes.

Existing developments on the 1.02 acre lot are a two story studio residence, the "Gingerbread House", with two attached garages, a concrete foundation platform containing a basement, concrete garden beds, a dirt driveway and a dirt road. The lot coverage of the existing home is 1109 square feet. It is located at the forest margin. The concrete foundation platform and concrete garden beds extend from the existing home onto the dunes to the west and cover over double the area of the existing home.

The proposed new development is a refurbishment and remodeling of the existing home on the 1.02 acre lot, which will not result in a change in its lot coverage. No paving is proposed for the driveway and road on this lot. Current plans indicate that no trees will need to be removed to accommodate the proposed developments.

Existing developments on the remaining 21.18 acres of Parcel A are the Indian Village Picnic Area, a trail along its northern boundary and a dirt road leading from the end of The Dunes Road to the picnic area along its southern boundary. No additional development is proposed for Parcel A at this time.

#### **SENSITIVE HABITAT**

Much of the habitat on the Del Monte Forest Foundation Property is classified as sensitive habitat by the Monterey County Resource Management Agency. The Del Monte Forest Area Land Use Plan lists riparian and other wetland areas and remnant coastal dunes that are stabilized by native vegetation as sensitive habitats. Some natural stands of trees containing Monterey pines, such as in the Huckleberry Hill area and in the area of natural occurrence of Monterey cypress, are also considered to be sensitive habitat in the Del Monte Forest Area Land Use Plan. Most botanists familiar with the local area would also consider natural areas of Monterey pine forest and coastal terrace prairie to be sensitive habitats in the broadest definition.

As mentioned previously, the western half of the 1.02 acre lot is primarily stabilized sand dunes, and in the Monterey pine forest area on the eastern portion of the property, a shallow drainage, containing flowing water and some swales containing wet soil were observed on my survey. The shallow drainage and some of the wet areas in the swales in the Monterey pine forest area of this lot contain vernal marsh vegetation, which is characteristic of seasonally wet areas. No well developed riparian corridor habitat was observed along the drainage. These areas are likely to be currently wetter than usual at this time of the year because of the recent wet period in our rainy season.

Most of the remaining 21.18 acre Parcel A is Monterey pine forest with understories of either shrubs or grasses primarily characteristic of the coastal terrace prairie plant community. An area of borderline vernal marsh habitat is also present immediately to the east of the Indian Village Picnic Area and a drainage currently containing flowing water crosses the eastern portion of this lot. No well developed riparian corridor habitat was observed along this drainage.

### SENSITIVE PLANT SPECIES

Five sensitive species were observed on the Del Monte Forest Foundation Property. They are:

- Monterey Spineflower (*Chorizanthe pungens* var. *pungens*), which is federally listed as threatened. It is also on California Native Plant Society's list 1B, which includes plants rare, threatened and endangered in California and elsewhere, where it is classified as 1B.2 which includes plants that are fairly endangered. This plant was observed on the dunes and around the dunes side of the "Gingerbread House" including the driveway area.
- Monterey pine (*Pinus radiata*), which is not a state or federally listed species, but is on California Native Plant Society's list 1B as 1B.1 which includes plants that are seriously endangered. Monterey pines are present in all areas to the east of the dunes.
- Hickman's cinquefoil (*Potentilla hickmanii*), which is federally listed endangered and state listed endangered. It is also on California Native Plant Society's list 1B as 1B.1 which includes plants that are seriously endangered. Several individuals of this plant were observed protected by a fence and by wire enclosures immediately to the east of the Indian Village Picnic Area in wet areas of borderline vernal marsh. This plant usually grows in wetland areas.
- Menzies' wallflower (*Erysimum menziesii* ssp. *menziesii*), which is federally listed endangered and state listed endangered. It is also on California Native Plant Society's list 1B as 1B.1 which includes plants that are seriously endangered. This plant was observed on the dunes in pure sand west of the concrete structures associated with the "Gingerbread House".
- Pine rose (*Rosa pinetorum*), which is not a state or federally listed species, but is on California Native Plant Society's list 1B as 1B.2 which includes plants that are fairly endangered. This plant was observed to be most common along the trail which marks the northern boundary of the remaining 21.18 acre Parcel A in the eastern portion of the lot.

There are two sensitive plant species reported from the immediate area of the Del Monte Forest Foundation Property from California Department of Fish and Game Natural Diversity Data Base records for the Monterey Quadrangle and surrounding area.

- Tidestrom's Lupine (*Lupinus tidestromii*) has been observed in dune areas in the immediate area of the Del Monte Forest Foundation Property. This plant is federally listed endangered and state listed endangered. It is also on California Native Plant Society's list 1B as 1B.1 which includes plants that are seriously endangered.
- Pacific Grove clover (*Trifolium polyodon*) has been observed near the Indian Village Picnic Area. This plant is state listed rare and is on California Native Plant Society's list 1B as 1B.1 which includes plants that are seriously endangered.

There are also California Department of Fish and Game Natural Diversity Data Base records for one other sensitive species within a one-quarter mile radius of the property. It is:

- Coastal dunes milk vetch (*Astragalus tener* var. *titi*), which is federally listed endangered and state listed endangered. It is also on California Native Plant Society's list 1B as 1B.1 which includes plants seriously endangered.

There are also California Department of Fish and Game Natural Diversity Data Base records for several other sensitive species within a one mile radius of the property. They are:

- Monterey cypress (*Hesperocyparis macrocarpa*), which is on California Native Plant Society's list 1B as a 1B.2 plant which includes plants that are fairly endangered.
- Sandmat manzanita (*Arctostaphylos pumila*), which is on California Native Plant Society's list 1B as a 1B.2 plant which includes plants that are fairly endangered.
- Yadon's rein orchid (*Piperia yadonii*), which is federally listed endangered and is on California Native Plant Society's list 1B as 1B.1 which includes plants that are seriously endangered.
- Beach layia (*Layia carnosus*) which is federally listed endangered and state listed endangered. . It is also on California Native Plant Society's list 1B as 1B.1 which includes plants that are seriously endangered.
- Hickman's onion (*Allium hickmanii*), which is on California Native Plant Society's list 1B as a 1B.2 plant which includes plants that are fairly endangered.

These plants were thoroughly searched for on the Del Monte Forest Foundation Property. Monterey pine, Monterey spineflower, Hickman's cinquefoil, Menzies' wallflower and pine rose were the only sensitive plant species found to be present on this survey. Hickman's cinquefoil, Menzies' wallflower and pine rose were not observed on the June 18, 2006 survey because it only considered the 1.02 acre lot and because it was later in the season when Hickman's cinquefoil and Menzies' wallflower are less likely to be blooming.

#### **SENSITIVE ANIMAL SPECIES**

No sensitive animal species were found on the Del Monte Forest Foundation Property on my survey.

There is one sensitive animal species reported from the immediate area of the Del Monte Forest Foundation Property from California Department of Fish and Game Natural Diversity Data Base records for the Monterey Quadrangle and surrounding area. This species is the California red-legged frog (*Rana draytonii*), which is federally listed as threatened and is a state species of special concern. Temporary as well as permanent water sources can serve as breeding areas for this amphibian. Breeding in California red-legged frogs has even been observed in roadside drainage ditches and cattle troughs. No larvae of any frog species were observed with superficial searching of waters in the drainages and no calls characteristic of California red-legged frogs were

heard in the evenings of March 28 and April 3. This was not a protocol level survey for these amphibians.

There are California Department of Fish and Game Natural Diversity Data Base records for three sensitive species of animals on the Monterey Quadrangle and surrounding area that could be present in the habitats present on the Del Monte Forest Foundation Property. They are the California legless lizards, Smith's blue butterfly and monarch butterfly. All California Department of Fish and Game Natural Diversity Data Base records for these species are over two miles away from the property.

There are two subspecies of California legless lizards and both are likely to be present in the local area. They are the silvery legless lizard (*Anniella pulchra pulchra*) and the black legless lizard (*Anniella pulchra nigra*). The black legless lizard is usually only found on the Monterey Peninsula. Both subspecies are classified by the California Department of Fish and Game as California special concern species and by the USDA Forest Service as sensitive species.

California legless lizards burrow in loose, sandy soils and are often present on the immediate coast in dune sands. The dunes and dune margins on the Del Monte Forest Foundation Property contain considerable suitable habitat for these animals. They are highly secretive and difficult to find but appear to be widespread in sandy soils throughout the county. The closest record for the black legless lizard to the Del Monte Forest Foundation Property in the California Natural Diversity Data Base for the Monterey Quadrangle and surrounding area is approximately .8 mile to the south. No evidence for their presence on the property was observed on my survey from surface observations and from overturning down wood and other objects. This was not a protocol level survey for these reptiles.

Smith's blue butterfly (*Euphilotes enoptes smithi*) is federally listed as endangered. None of these butterflies were observed on the property on my surveys. The closest records for Smith's blue butterfly to the Del Monte Forest Foundation Property in the California Natural Diversity Data Base for the Monterey Quadrangle and surrounding area are over two miles away. The presence of this species in an area is often indicated by the presence of its host plants, dune buckwheat or seacliff buckwheat (*Eriogonum parvifolium*) and coast buckwheat (*Eriogonum latifolium*). Dune buckwheat was found to be abundant on the dunes on the western portion of the Del Monte Forest Foundation Property on my survey.

Monarch butterfly (*Danaus plexippus*) is included in the California Department of Fish and Game Natural Diversity Data Base records, in part, due to its vulnerability during its winter roosting period in trees along the coast of central California. I know of no "butterfly trees" in the immediate local area and it is unlikely that trees on the Del Monte Forest Foundation Property are winter roosting sites.

There are three listed species of amphibians that have been found in and near wetland habitats in Monterey County. As mentioned previously, the California red-legged frog has been recorded in California Department of Fish and Game Natural Diversity Data Base records from the immediate area of the Del Monte Forest Foundation Property.

The other two species are the Santa Cruz long-toed salamander (*Ambystoma macrodactylum croceum*) and the California tiger salamander (*Ambystoma californiense*).

The Santa Cruz long-toed salamander is listed as endangered by both the state and federal governments. The California red-legged frog is much more likely to be present in suitable habitats in this area than the Santa Cruz long-toed salamander. Temporary as well as permanent water sources can serve as breeding areas for both of these amphibians.

The California tiger salamander is federally listed as threatened and state listed as threatened. It breeds in ponds and quiet pools of water.

My survey was not a protocol level survey for these amphibians.

There are several other sensitive animal species with ranges that include the local area that are classified by various agencies as species of special concern, protected or sensitive species. These species include the western pond turtle (*Actinemys marmorata pallida*), California horned lizard (*Phrynosoma coronatum frontale*), two-striped garter snake (*Thamnophis hammondi*), white-tailed kite (*Elanus leucurus*), burrowing owl (*Athene cunicularia*), ornate shrew (*Sorex ornatus*), pallid bat (*Antrozous pallidus*), Monterey dusky-footed woodrat (*Neotoma fuscipes luciana*), and badger (*Taxidea taxus*).

No evidence for the presence of these animal species on the property was observed on my survey.

Monterey dusky-footed woodrat nests were searched for on my survey and none were found. They are most likely to be present in coast live oak forest habitat. The areas with coast live oaks on the property were searched for the characteristic nests of these animals.

#### **IMPACTS**

1. The dunes side of the "Gingerbread House", which will be refurbished and remodeled, is adjacent to a population of Monterey spineflower. Individuals were observed growing on the driveway and to the west of it on my surveys and especially on my June 18, 2006 survey which had the best timing for this annual plant.
2. The proposed development will be closer than 100 feet to two of the most sensitive habitats on the property. Proposed development is within the area of remnant coastal dunes that are stabilized by native vegetation and within approximately 60 feet of vernal marsh vegetation.
3. The proposed development is within an area of suitable habitat for the black legless lizard and the silvery legless lizard. The black legless lizard is endemic to the Monterey Peninsula.
4. The Indian Village Picnic Area sustains impacts from foot and vehicle traffic and mowing of the area. Hickman's cinquefoil is present there and Pacific Grove clover has been observed there.

**MITIGATION MEASURES**

1. Some of the proposed development will be adjacent to a population of Monterey spineflower. This annual plant thrives in disturbed areas, so construction related disturbance should not cause negative impacts. The topsoil, which contains the seed bank for this plant, must not be permanently removed from where it is currently. If any topsoil is removed, it must be returned to where it is currently following completion of the development. The driveway should remain unpaved since Monterey spineflower is currently growing there.
2. No fill, soil dislodged through construction activities or any other debris will be allowed to enter the vernal marsh habitat. Since the eastern portion of the 1.02 acre lot is relatively level, there is not a great risk of disrupted soil falling or washing into this wetland area.
3. Neither the vernal marsh area nor the dunes areas will be used as storage or staging areas for construction or for the parking of construction related vehicles.
4. The entire area of the of the 1.02 acre lot outside of the building envelope should be dedicated as conservation easement or scenic easement or in some other way have the preservation of its natural values secured in perpetuity.
5. The Indian Village Picnic Area should be interpreted to the public and to maintenance personnel as a sensitive habitat area and areas of critical importance should be indicated as off limits to use by the public and to mowing or other use management. Hickman's cinquefoil is somewhat protected by cable fencing and wire enclosures, but there is no information to the public of why they should not play within the fenced area.
6. Any fencing erected in the future on the property other than around yard or garden areas, should be of a type to allow wildlife to cross. Wire fencing should have a clearance of eighteen inches between the ground and the first wire and can be any height. Board fencing can be of any height and should have at least two panels on a side, or every ten feet, with at least fifteen inches between boards.
7. Curbs, if present at the edges of roads, parking areas, or driveways, should be rolled. They should be at a low angle, 40° to 50° or less and have S-shaped rounded contours, to allow amphibians, reptiles, invertebrates and other small animals to cross them easily.
8. All native trees and shrubs on the property must be protected from all impacts that may occur before, during and after construction. This includes protection from direct damage to the branches and roots of the plants, deposition or removal of soil around the plants and compaction of soil around the plants through vehicle use.
9. Less than one third of branches should be removed from any native tree or shrub that may need to be trimmed. Less than one third of area under the dripline of any native tree or shrub should be paved unless the pavement is permeable.
10. Landscaping, revegetation and other plantings on the property, other than for garden areas immediately near the home, should be composed of native plants of local origin. A native

seed mix from stock of local origin should be used to restore impacted native understory and ground cover as well as for erosion control.

11. As many Invasive exotic plants as possible should be removed from the property. Invasive exotics observed to be on the property on my surveys are: "Ice plants" Sea Fig (*Carpobrotus chilensis*) and Hottentot fig (*Carpobrotus edulis*), velvet grass (*Holcus lanatus*), English Ivy (*Hederia helix*), Acacias (*Acacia spp.*), and French broom (*Genista monspessulana*).

All perennial plants used for mitigation should come from stock of local origin and be of at least one-gallon size or liners. I recommend Central Coast Wilds of Santa Cruz (831-459-0656, centralcoastwilds.com), Elkhorn Native Plant Nursery in Moss Landing (831-763-1207, elkhornnursery.com) and Rana Creek Habitat Restoration in Carmel Valley (831-659-3820, ranacreek.com) as sources for native plants of local origin including erosion control seed mixes and plantings and for recommendations on planting and maintaining plants. Native grass mulches and hay bales are recommended and can also be obtained from these sources.

#### **MONITORING AND ADDITIONAL WORK**

A preconstruction survey will be done no more than 14 days before the start of construction. Monitoring inspections on the Del Monte Forest Foundation Property will be done by a qualified biologist once within the three months following completion of the development, and once per year in the spring season for the following three years. These inspections will monitor the quality of implementation of the mitigation measures. A report on each inspection will be submitted to the Monterey County Resource Management Agency.

A separate spring survey of annual flowering plants will not be required since my surveys took place during the spring season. Much of the flora and many of the rare, endangered and threatened plant species occurring in this area are winter growing annual species that can only be conclusively identified during the spring season.

#### **RECOMMENDATIONS ON THE PROJECT**

With the successful implementation of the mitigations listed above, impacts to biological values should be at a level of insignificance and in compliance with the regulations and standards of the Monterey County Planning and Building Inspection Department and state and federal agencies concerned with the maintenance of habitat quality and protection of biological resources.

Please call me if you have any questions.

Best regards,



Ed Mercurio,  
Biological Consultant



# EXHIBIT G

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## MONTEREY COUNTY ZONING

### COASTAL IMPLEMENTATION PLAN - TITLE 20

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#### 20.36 – RC (CZ) DISTRICT

##### 20.36.010 PURPOSE.

The purpose of this Chapter is to provide a district to protect, preserve, enhance, and restore sensitive resource areas in the County of Monterey. Of specific concern are the highly sensitive resources inherent in such areas such as viewshed, watershed, plant and wildlife habitat, streams, beaches, dunes, tidal areas, estuaries, sloughs, forests, public open space areas and riparian corridors. The purpose of this Chapter is to be carried out by allowing only such development that can be achieved without adverse effect and which will be subordinate to the resources of the particular site and area.

##### 20.36.020 APPLICABILITY.

The regulations of this Chapter shall apply in all "RC" districts subject to Chapter 20.62 (Height and Setback Exceptions) and Chapter 20.70 (Coastal Development Permits) of this Title.

##### 20.36.030 NONEXEMPT DEVELOPMENT.

The following list shall require a coastal development permit regardless of which category of allowed uses it falls into:

- A. Development which will cause a Significant Environmental Impact;
- B. Development within the Critical Viewshed as defined by Section 20.145.020.V (Big Sur);
- C. Development on slopes of 30% or greater (25% in North County) except as provided for in Section 20.64.230 (C) (2) and (3);
- D. Ridgeline Development;
- E. Development within 100 feet of mapped or field identified environmentally sensitive habitats;
- F. Development with positive archaeological reports;
- G. Land divisions;

H. Development of new or expanded agricultural operations if 50% or more of the parcel has a slope of 10% or greater; or where the operation is to occur on soils with a high or very high erosion hazard potential, according to the Soil Conservation Service Soil Survey Manual.

**20.36.040 PRINCIPAL USES ALLOWED, COASTAL ADMINISTRATIVE PERMIT REQUIRED IN EACH CASE. (CHAPTER 20.70) UNLESS EXEMPT (Section 20.70.120)**

A. Resource dependent educational and scientific research facilities uses, and low intensity day use recreation uses such as trails, picnic areas and boardwalks;

B. Restoration and management programs for fish, wildlife, or other physical resources;

**20.36.050 CONDITIONAL USES ALLOWED, COASTAL DEVELOPMENT PERMIT REQUIRED IN EACH CASE. (CHAPTER 20.70) UNLESS EXEMPT (Section 20.70.120)**

A. Except in Big Sur dredging, filling, excavation, dams, flood control facilities, dikes levees, revetments, seawalls and cliff retaining walls;

B. Except in Big Sur public utility facilities such as pipe lines, underground and overhead utility extensions, and water tanks, but not including public/quasi-public uses such as schools, fire stations, or parking lots;

C. In Big Sur only hike-in and environmental campsites;

D. Legal nonconforming use of a portion of a structure extended throughout the structure (ZA);

E. Legal nonconforming use changed to a use of a similar or more restricted nature;

F. For State Parks and Fish and Game Reserves, uses subject to State-approved facilities and area management plans;

G. Lot Line Adjustments;

H. Subdivisions;

I. Conditional Certificates of Compliance;

J. Other resource conservation uses of a similar character, density and intensity to those uses listed in this Section determined by the Planning Commission to be consistent and compatible with the intent of this Chapter and the applicable land use plan.

**20.36.060 SITE DEVELOPMENT STANDARDS.**

A. Minimum Building Site

The minimum building site shall be one acre.

B Structure Height and Setback Regulations

The following structure height and setback regulations apply unless superseded by a structure height limit noted on the zoning map (e.g. "RC/10(24)" would limit structure height to 24 feet), setback requirements when combined with a "B" district, setbacks shown on a recorded final or parcel map, or setback lines on a Sectional District Map.

1. Main Structures

a) Minimum Setbacks

Front: 30 feet

Side: 20 feet

Rear: 20 feet

b) Height

Maximum Height: 30 feet

2. Accessory Structures (Habitable)

a) Minimum Setbacks

Front: 50 feet

Side: 6 feet

Rear: 6 feet

b) Height

Maximum Height: 15 feet

3. Accessory Structures (Non-habitable)

a) Minimum Setbacks

Front: 50 feet

Side: 6 feet on front one-half of property; 1 foot on rear one-half of property.

Rear: 1 foot

b) Height

Maximum Height: 35 feet

4. Accessory structures used as barns, stables or farm outbuildings shall not be less than 50 feet from the front of the property or 20 feet from the side or rear property line or 20 feet from any residence on the property.

C. Minimum Distance Between Structures

Main Structures: 20 feet

Accessory/Main Structure: 10 feet

Accessory/Accessory: 6 feet

D. Building Site Coverage, Maximum: 5%

E. Parking Regulations

All parking shall be established pursuant to Chapter 20.58.

F. Landscaping Requirements

None, except as may be required by condition of approval of a Coastal Administrative Permit or Coastal Development Permit. Natural vegetation shall be retained or restored.

G. Lighting Plan Requirements

None, except as may be required by condition of approval of a Coastal Administrative Permit or Coastal Development Permit.

H. Sign Regulations

Signing for all development shall be established pursuant to Chapter 20.60.

I. Building Site Area

The minimum building site area shall be one acre.

**20.36.070 SPECIAL REGULATIONS.**

A. Manufactured Dwelling Units

Manufactured dwelling units meeting the standards of Section 20.64.040 are permitted subject to the requirements of any conventional dwelling unit in this Chapter.